



City of Keizer

Phone: (503) 390-3700 • Fax: (503) 393-9437
930 Chemawa Rd. N.E. • P.O. Box 21000 • Keizer, OR 97307-1000

TO: RPS VENTURE #1 LLC
C/O ALAN ROODHOUSE
2653 HIGH HAVEN RD
MCMINNVILLE, OR 97128

DATE: December 27, 2007
TAX LOT NO. 063W36A 02401

NOTICE OF PROPOSED ASSESSMENT

PROJECT: KEIZER STATION AREA A LOCAL IMPROVEMENT DISTRICT

The work on this improvement is now complete and the true costs are known. The City Council proposes to assess the benefiting property in the amount shown below. This amount could be modified as a result of objections filed by other property owners in the district.

Legal Description: Partition Plat 2006-124, Parcel 2, Marion County, Oregon

PROPOSED ASSESSMENT: \$271,400.82

A public hearing will be held on the proposed assessment at the regular meeting of the City Council to be held in the Keizer City Council Chambers at City Hall, 930 Chemawa Road Northeast, Keizer, Oregon, beginning at 7:00 p.m. on January 22, 2008.

At this hearing, City Council will consider any objections. No action is required at this time unless you wish to object. If you do wish to object, state the grounds for your objection and mail your written objection to the City Recorder, City of Keizer, PO Box 21000, Keizer, Oregon 97307 or deliver your written objection to the City Recorder of the City of Keizer at 930 Chemawa Road Northeast, Keizer, Oregon. Written objections must be received at the City Recorder's Office by 5:00 p.m. on January 18, 2008. If you have questions, please call the City Attorney, E. Shannon Johnson, at 503-390-1635.

DO NOT PAY AT THIS TIME. An assessment notice will be mailed to you approximately ten days after the hearing. You can decide on your payment method at that time.

"Pride, Spirit and Volunteerism"

Parcel 2

**CITY OF KEIZER, OREGON
INSTALLMENT PAYMENT CONTRACT**

The undersigned agree to pay the assessment in 42 semi-annual installment payments of principal and interest and any penalties or other costs as set forth in the Terms and Conditions of this contract. Further, the undersigned understands that the amount owing shall be a lien against the benefited property and the lien shall be recorded in the Docket of City Liens.

NAME: RPS VENTURE #1 LLC
C/O ALAN ROODHOUSE
2653 HIGH HAVEN RD
MCMINNVILLE, OR 97128

DATE: February 1, 2008
CONTRACT DUE DATE: February 21, 2008
TAX LOT NUMBER: 063W36A 02401

I hereby agree to pay in installments the following special assessment:

Special Assessment \$271,400.82

This loan is a lien on the property described below:

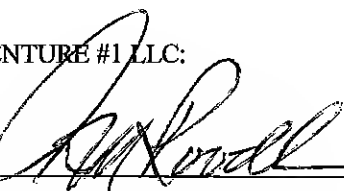
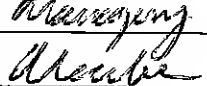
Description: 063W36A 02401
Address: No Situs Address, Keizer, Oregon

I elect to pay the loan amount in 42 semi-annual installments of principal and interest and any penalties or other costs. The first installment payment will be due on August 21, 2008.

This contract is submitted in accordance with provisions of ORS 223.205-295, and Keizer Ordinance 84-028, and Keizer Ordinance 2008-567. In consideration of and pursuant to these legal provisions, the undersigned hereby expressly waives all irregularities and defects, jurisdictional or otherwise, in the proceedings to cause the local improvement for which the final assessment is levied and in the calculation of the actual cost of the local improvement and the assessment of that cost against the properties described in this contract. The undersigned has read and agrees to abide by the attached "Installment Payment Contract Terms and Provisions."

Note: All recorded owners must sign. If contract purchaser, please attach contract of sale.

RPS VENTURE #1 LLC:

Signed:  *Managing*
Signed:  *Member*

Date: 2/19/08
Date: _____

INSTALLMENT PAYMENT CONTRACT TERMS AND PROVISIONS

Payment Schedule. The City uses the following calculations when preparing installment bills: Installment payments are billed every six months. The first installment payment date will be August 21, 2008. Each installment is an equal payment sufficient to amortize the special assessment, with interest, over 42 payments, plus any costs or penalties imposed under this "Installment Payment Contract Terms and Provisions".

Interest Rates. The City finances this installment loan by selling improvement bonds. Your interest will be 0.5% (one half of one percent) above the true interest cost, as determined by the City's financial advisor, of those bonds. The true interest cost of the bonds is currently not available.

If the City determines not to issue bonds, your interest will be determined by the City Recorder.

Billing and Payment. The City bills you directly for your installment assessment payments. Your installments are not a part of your property tax bill. Payments are due in our office on or before the payment due date. Include your tax account number on your check and make the check payable to the City of Keizer. You may shorten the payment period by paying more than the required amount. All or any portion of the unpaid balance may be prepaid at any time, without prepayment penalty. Prepayments will be applied first to any unpaid penalties and costs that are then due, then to the interest, and then to the unpaid principal balance. However, excess payments or prepayments shall be credited in inverse order of maturity and shall not be credited as regular future payments, nor excuse you from making the regular semi-annual installment payments.

Penalties for Non-Payment. The City charges a penalty equal to 0.50% (.0050) of the balance owing on your assessment contract whenever any installment payment is more than 15 days past due. Beyond 30 days past due, the City may declare this contract in default. The City may also require payment of the entire amount of delinquent installments, plus interest, penalties, and costs, including but not limited to attorney fees.

This loan is secured by a lien on the benefited property. The City lien may be assumed when the property is transferred -- banks and financial institutions generally require full payment of this loan before closing a private mortgage or refinancing transaction.

The City may enforce its property lien by foreclosing and selling the property to collect the outstanding loan balance and all related costs, including costs of enforcing the lien.

Debt Reserve. Pursuant to the formation documents of this Local Improvement District, there will be established a bond debt service reserve in the amount of \$2,681,000.00 (the "Reserve Requirement"). The debt reserve and earnings on the debt reserve will be used as set forth below:

1. While bonds are outstanding amounts in the bond debt service reserve will be used only to pay debt service on the bonds, and only if assessment payments available to the city are not sufficient to make those payments.
2. Interest earnings on amounts in the bond debt service reserve will be credited to the bond debt service reserve whenever the balance in the bond debt service reserve is less than the Reserve Requirement. At other times earnings on the bond debt service reserve will be applied by the City to pay debt service on the bonds.
3. The City will apply the amount in the bond debt service reserve to make the final payment[s] due on the bonds. However, if the City has incurred costs in connection with the collection of the assessments for the local improvement district that have not been paid from assessment payments, the City may apply amounts in the bond debt service reserve to pay those costs before the city applies the remaining balance in the bond debt service reserve to make the final payment[s] on the bonds.
4. If you have a balance owing at the time of full payment and retirement of the bonds, then you may receive a credit applied to your final payment(s) as set forth below.
5. The credit will consist of the **LESSER OF** the following:

- a. Your actual assessment amounts still owing under this Agreement, including costs as imposed in this Agreement, on the date the City's bonds are paid in full; OR
 - b. The prorata share of the debt reserve that is available and used to pay City bonds, plus the prorata earnings on the debt reserve that were actually received and used to retire bonds. The prorata share for your property will be determined by dividing your special assessment by the sum of all special assessments that were imposed for this local improvement district.
- 6. Under no circumstances will the City issue a cash refund for debt reserve or debt reserve earnings.
 - 7. No credit will be given if you have one or more delinquent payments during the term of the repayment period. In such case, any prorata share of the debt reserve and debt reserve earnings shall be forfeited to the City.

Time of the Essence. Time is of the essence for each and every provision of this Agreement.

Change of Address. You are responsible for notifying the City of Keizer of any change of ownership or billing address.



City of Keizer

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TO: RPS VENTURE #1 LLC
C/O ALAN ROODHOUSE
2653 HIGH HAVEN RD
MCMINNVILLE, OR 97128

DATE: December 27, 2007
TAX LOT NO. 063W36A 03600

NOTICE OF PROPOSED ASSESSMENT

PROJECT: KEIZER STATION AREA A LOCAL IMPROVEMENT DISTRICT

The work on this improvement is now complete and the true costs are known. The City Council proposes to assess the benefiting property in the amount shown below. This amount could be modified as a result of objections filed by other property owners in the district.

Legal Description: Keizer Station Village Center No. 2, Lot 15, Marion County, Oregon

PROPOSED ASSESSMENT: \$264,065.66

A public hearing will be held on the proposed assessment at the regular meeting of the City Council to be held in the Keizer City Council Chambers at City Hall, 930 Chemawa Road Northeast, Keizer, Oregon, beginning at 7:00 p.m. on January 22, 2008.

At this hearing, City Council will consider any objections. No action is required at this time unless you wish to object. If you do wish to object, state the grounds for your objection and mail your written objection to the City Recorder, City of Keizer, PO Box 21000, Keizer, Oregon 97307 or deliver your written objection to the City Recorder of the City of Keizer at 930 Chemawa Road Northeast, Keizer, Oregon. Written objections must be received at the City Recorder's Office by 5:00 p.m. on January 18, 2008. If you have questions, please call the City Attorney, E. Shannon Johnson, at 503-390-1635.

DO NOT PAY AT THIS TIME. An assessment notice will be mailed to you approximately ten days after the hearing. You can decide on your payment method at that time.

"Pride, Spirit and Volunteerism"

Lot 15

**CITY OF KEIZER, OREGON
INSTALLMENT PAYMENT CONTRACT**

The undersigned agree to pay the assessment in 42 semi-annual installment payments of principal and interest and any penalties or other costs as set forth in the Terms and Conditions of this contract. Further, the undersigned understands that the amount owing shall be a lien against the benefited property and the lien shall be recorded in the Docket of City Liens.

NAME: RPS VENTURE #1 LLC
C/O ALAN ROODHOUSE
2653 HIGH HAVEN RD
MCMINNVILLE, OR 97128

DATE: February 1, 2008
CONTRACT DUE DATE: February 21, 2008
TAX LOT NUMBER: 063W36A 03600

I hereby agree to pay in installments the following special assessment:

Special Assessment \$264,065.66

This loan is a lien on the property described below:

Description: 063W36A 03600
Address: 0 Jorie Ln NE, Keizer, Oregon

I elect to pay the loan amount in 42 semi-annual installments of principal and interest and any penalties or other costs. The first installment payment will be due on August 21, 2008.

This contract is submitted in accordance with provisions of ORS 223.205-295, and Keizer Ordinance 84-028, and Keizer Ordinance 2008-567. In consideration of and pursuant to these legal provisions, the undersigned hereby expressly waives all irregularities and defects, jurisdictional or otherwise, in the proceedings to cause the local improvement for which the final assessment is levied and in the calculation of the actual cost of the local improvement and the assessment of that cost against the properties described in this contract. The undersigned has read and agrees to abide by the attached "Installment Payment Contract Terms and Provisions."

Note: All recorded owners must sign. If contract purchaser, please attach contract of sale.

RPS VENTURE #1 LLC:

Signed: _____

Signed: _____

Alan Roodhouse
Managing Member

Date: _____

Date: _____

2/19/08

INSTALLMENT PAYMENT CONTRACT TERMS AND PROVISIONS

Payment Schedule. The City uses the following calculations when preparing installment bills: Installment payments are billed every six months. The first installment payment date will be August 21, 2008. Each installment is an equal payment sufficient to amortize the special assessment, with interest, over 42 payments, plus any costs or penalties imposed under this "Installment Payment Contract Terms and Provisions".

Interest Rates. The City finances this installment loan by selling improvement bonds. Your interest will be 0.5% (one half of one percent) above the true interest cost, as determined by the City's financial advisor, of those bonds. The true interest cost of the bonds is currently not available.

If the City determines not to issue bonds, your interest will be determined by the City Recorder.

Billing and Payment. The City bills you directly for your installment assessment payments. Your installments are not a part of your property tax bill. Payments are due in our office on or before the payment due date. Include your tax account number on your check and make the check payable to the City of Keizer. You may shorten the payment period by paying more than the required amount. All or any portion of the unpaid balance may be prepaid at any time, without prepayment penalty. Prepayments will be applied first to any unpaid penalties and costs that are then due, then to the interest, and then to the unpaid principal balance. However, excess payments or prepayments shall be credited in inverse order of maturity and shall not be credited as regular future payments, nor excuse you from making the regular semi-annual installment payments.

Penalties for Non-Payment. The City charges a penalty equal to 0.50% (.0050) of the balance owing on your assessment contract whenever any installment payment is more than 15 days past due. Beyond 30 days past due, the City may declare this contract in default. The City may also require payment of the entire amount of delinquent installments, plus interest, penalties, and costs, including but not limited to attorney fees.

This loan is secured by a lien on the benefited property. The City lien may be assumed when the property is transferred -- banks and financial institutions generally require full payment of this loan before closing a private mortgage or refinancing transaction.

The City may enforce its property lien by foreclosing and selling the property to collect the outstanding loan balance and all related costs, including costs of enforcing the lien.

Debt Reserve. Pursuant to the formation documents of this Local Improvement District, there will be established a bond debt service reserve in the amount of \$2,681,000.00 (the "Reserve Requirement"). The debt reserve and earnings on the debt reserve will be used as set forth below:

1. While bonds are outstanding amounts in the bond debt service reserve will be used only to pay debt service on the bonds, and only if assessment payments available to the city are not sufficient to make those payments.
2. Interest earnings on amounts in the bond debt service reserve will be credited to the bond debt service reserve whenever the balance in the bond debt service reserve is less than the Reserve Requirement. At other times earnings on the bond debt service reserve will be applied by the City to pay debt service on the bonds.
3. The City will apply the amount in the bond debt service reserve to make the final payment[s] due on the bonds. However, if the City has incurred costs in connection with the collection of the assessments for the local improvement district that have not been paid from assessment payments, the City may apply amounts in the bond debt service reserve to pay those costs before the city applies the remaining balance in the bond debt service reserve to make the final payment[s] on the bonds.
4. If you have a balance owing at the time of full payment and retirement of the bonds, then you may receive a credit applied to your final payment(s) as set forth below.
5. The credit will consist of the **LESSER OF** the following:

- a. Your actual assessment amounts still owing under this Agreement, including costs as imposed in this Agreement, on the date the City's bonds are paid in full; OR
 - b. The prorata share of the debt reserve that is available and used to pay City bonds, plus the prorata earnings on the debt reserve that were actually received and used to retire bonds. The prorata share for your property will be determined by dividing your special assessment by the sum of all special assessments that were imposed for this local improvement district.
6. Under no circumstances will the City issue a cash refund for debt reserve or debt reserve earnings.
 7. No credit will be given if you have one or more delinquent payments during the term of the repayment period. In such case, any prorata share of the debt reserve and debt reserve earnings shall be forfeited to the City.

Time of the Essence. Time is of the essence for each and every provision of this Agreement.

Change of Address. You are responsible for notifying the City of Keizer of any change of ownership or billing address.



City of Keizer

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TO: RPS VENTURE #1 LLC
C/O ALAN ROODHOUSE
2653 HIGH HAVEN RD
MCMINNVILLE, OR 97128

DATE: December 27, 2007
TAX LOT NO. 063W36A 03700

NOTICE OF PROPOSED ASSESSMENT

PROJECT: KEIZER STATION AREA A LOCAL IMPROVEMENT DISTRICT

The work on this improvement is now complete and the true costs are known. The City Council proposes to assess the benefiting property in the amount shown below. This amount could be modified as a result of objections filed by other property owners in the district.

Legal Description: Keizer Station Village Center No. 2, Lot 16, Marion County, Oregon

PROPOSED ASSESSMENT: \$275,068.40

A public hearing will be held on the proposed assessment at the regular meeting of the City Council to be held in the Keizer City Council Chambers at City Hall, 930 Chemawa Road Northeast, Keizer, Oregon, beginning at 7:00 p.m. on January 22, 2008.

At this hearing, City Council will consider any objections. No action is required at this time unless you wish to object. If you do wish to object, state the grounds for your objection and mail your written objection to the City Recorder, City of Keizer, PO Box 21000, Keizer, Oregon 97307 or deliver your written objection to the City Recorder of the City of Keizer at 930 Chemawa Road Northeast, Keizer, Oregon. Written objections must be received at the City Recorder's Office by 5:00 p.m. on January 18, 2008. If you have questions, please call the City Attorney, E. Shannon Johnson, at 503-390-1635.

DO NOT PAY AT THIS TIME. An assessment notice will be mailed to you approximately ten days after the hearing. You can decide on your payment method at that time.

"Pride, Spirit and Volunteerism"

Lot 16

**CITY OF KEIZER, OREGON
INSTALLMENT PAYMENT CONTRACT**

The undersigned agree to pay the assessment in 42 semi-annual installment payments of principal and interest and any penalties or other costs as set forth in the Terms and Conditions of this contract. Further, the undersigned understands that the amount owing shall be a lien against the benefited property and the lien shall be recorded in the Docket of City Liens.

NAME: RPS VENTURE #1 LLC
C/O ALAN ROODHOUSE
2653 HIGH HAVEN RD
MCMINNVILLE, OR 97128

DATE: February 1, 2008
CONTRACT DUE DATE: February 21, 2008
TAX LOT NUMBER: 063W36A 03700

I hereby agree to pay in installments the following special assessment:

Special Assessment \$275,068.40

This loan is a lien on the property described below:

Description: 063W36A 03700

Address: 0 Ulali Dr NE, Keizer, Oregon

I elect to pay the loan amount in 42 semi-annual installments of principal and interest and any penalties or other costs. The first installment payment will be due on August 21, 2008.

This contract is submitted in accordance with provisions of ORS 223.205-295, and Keizer Ordinance 84-028, and Keizer Ordinance 2008-567. In consideration of and pursuant to these legal provisions, the undersigned hereby expressly waives all irregularities and defects, jurisdictional or otherwise, in the proceedings to cause the local improvement for which the final assessment is levied and in the calculation of the actual cost of the local improvement and the assessment of that cost against the properties described in this contract. The undersigned has read and agrees to abide by the attached "Installment Payment Contract Terms and Provisions."

Note: All recorded owners must sign. If contract purchaser, please attach contract of sale.

RPS VENTURE #1 LLC:

Signed: _____

Signed: _____

Date: _____

Date: _____

INSTALLMENT PAYMENT CONTRACT TERMS AND PROVISIONS

Payment Schedule. The City uses the following calculations when preparing installment bills: Installment payments are billed every six months. The first installment payment date will be August 21, 2008. Each installment is an equal payment sufficient to amortize the special assessment, with interest, over 42 payments, plus any costs or penalties imposed under this "Installment Payment Contract Terms and Provisions".

Interest Rates. The City finances this installment loan by selling improvement bonds. Your interest will be 0.5% (one half of one percent) above the true interest cost, as determined by the City's financial advisor, of those bonds. The true interest cost of the bonds is currently not available.

If the City determines not to issue bonds, your interest will be determined by the City Recorder.

Billing and Payment. The City bills you directly for your installment assessment payments. Your installments are not a part of your property tax bill. Payments are due in our office on or before the payment due date. Include your tax account number on your check and make the check payable to the City of Keizer. You may shorten the payment period by paying more than the required amount. All or any portion of the unpaid balance may be prepaid at any time, without prepayment penalty. Prepayments will be applied first to any unpaid penalties and costs that are then due, then to the interest, and then to the unpaid principal balance. However, excess payments or prepayments shall be credited in inverse order of maturity and shall not be credited as regular future payments, nor excuse you from making the regular semi-annual installment payments.

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The City may enforce its property lien by foreclosing and selling the property to collect the outstanding loan balance and all related costs, including costs of enforcing the lien.

Debt Reserve. Pursuant to the formation documents of this Local Improvement District, there will be established a bond debt service reserve in the amount of \$2,681,000.00 (the "Reserve Requirement"). The debt reserve and earnings on the debt reserve will be used as set forth below:

1. While bonds are outstanding amounts in the bond debt service reserve will be used only to pay debt service on the bonds, and only if assessment payments available to the city are not sufficient to make those payments.
2. Interest earnings on amounts in the bond debt service reserve will be credited to the bond debt service reserve whenever the balance in the bond debt service reserve is less than the Reserve Requirement. At other times earnings on the bond debt service reserve will be applied by the City to pay debt service on the bonds.
3. The City will apply the amount in the bond debt service reserve to make the final payment[s] due on the bonds. However, if the City has incurred costs in connection with the collection of the assessments for the local improvement district that have not been paid from assessment payments, the City may apply amounts in the bond debt service reserve to pay those costs before the city applies the remaining balance in the bond debt service reserve to make the final payment[s] on the bonds.
4. If you have a balance owing at the time of full payment and retirement of the bonds, then you may receive a credit applied to your final payment(s) as set forth below.
5. The credit will consist of the **LESSER OF** the following:

- a. Your actual assessment amounts still owing under this Agreement, including costs as imposed in this Agreement, on the date the City's bonds are paid in full; OR
 - b. The prorata share of the debt reserve that is available and used to pay City bonds, plus the prorata earnings on the debt reserve that were actually received and used to retire bonds. The prorata share for your property will be determined by dividing your special assessment by the sum of all special assessments that were imposed for this local improvement district.
6. Under no circumstances will the City issue a cash refund for debt reserve or debt reserve earnings.
 7. No credit will be given if you have one or more delinquent payments during the term of the repayment period. In such case, any prorata share of the debt reserve and debt reserve earnings shall be forfeited to the City.

Time of the Essence. Time is of the essence for each and every provision of this Agreement.

Change of Address. You are responsible for notifying the City of Keizer of any change of ownership or billing address.

NAME: DONAHUE SCHRIber REALTY GROUP LP
C/O DAVID MOSSMAN
200 EAST BAKER ST #100
COSTA MESA, CA 92626

DATE: February 1, 2008

TAX LOT NUMBER: 063W36A 01700

ASSESSMENT STATEMENT

Project: KEIZER STATION AREA A LOCAL IMPROVEMENT DISTRICT

The City Council has assessed properties for the Keizer Station Area A Local Improvement District as described in an assessment ordinance enacted at the January 22, 2008 City Council meeting. The City has assessed your property as follows:

Amount assessed: \$6,146,861.83

Payment Due Date: February 21, 2008

Tax Lot Number: 063W36A 01700

Legal Description: Keizer Station Village Center, Lot 3, Marion County, Oregon

Property Address: 6305 Ulali Dr NE, Keizer, Oregon

Please return your payment with the bottom portion of this statement or complete and return the attached installment contract by February 21, 2008. See the following pages for additional payment information.

Return this portion with your payment

ASSESSMENT PAYMENT COUPON

PROJECT: KEIZER STATION AREA A LOCAL IMPROVEMENT DISTRICT

NAME: DONAHUE SCHRIber REALTY GROUP LP
C/O DAVID MOSSMAN
200 EAST BAKER ST #100
COSTA MESA, CA 92626

TAX LOT NUMBER: 063W36A 01700

Amount Due: \$6,146,861.83

Payment Due Date: February 21, 2008

Amount Paid: _____

MAKE CHECKS PAYABLE TO: City of Keizer

Mail Payments to: City of Keizer
City Recorder
PO Box 21000
Keizer, OR 97307

Or

Deliver Payments to: City of Keizer
City Recorder's Office
930 Chemawa Road Northeast
Keizer, Oregon

ASSESSMENT PAYMENT OPTION

Please take a few minutes to study your assessment bill and the following payment option. This special assessment is not part of your property taxes and will not be included in your county property tax billing. The City must receive your cash payment or signed installment payment contract before February 21, 2008.

CASH PAYMENTS

You may pay all or part of the special assessment in cash by February 21st. If you do not pay your entire special assessment in cash by that date you must sign and file an installment payment contract with the city for the unpaid amount by February 21st. The interest-free period ends on the payment due date. Include your tax lot number on your check and mail or deliver to:

Mail Payments to: City of Keizer
City Recorder
PO Box 21000
Keizer, OR 97307

Or

Deliver Payments to: City of Keizer
City Recorder's Office
930 Chemawa Road Northeast
Keizer, Oregon

INSTALLMENT PAYMENT CONTRACT

You may pay all or part of your special assessment in 42 semi-annual installments of principal and interest. The City will sell improvement bonds to finance your contract and charge you interest based on the true interest cost, as determined by the City's financial advisor, of the bonds. Your interest will be 0.5% above that true interest cost. The true interest cost of the bond sale is currently not known. The bond sale is expected to occur by June 2008. The City will notify you of that interest rate when it sends your first invoice.

If the City has not issued bonds by your first payment date, your interest rate will be determined by the City Recorder until bonds are sold.

Please read carefully the attached installment payment contract. It must be signed by all owners of record. If you are buying your property on contract, please include a copy of your recorded contract.

FORECLOSURE

You must return a cash payment or signed installment payment contract in a total amount equal to your special assessment by February 21, 2008 or the City may commence a foreclosure action on your property.

**CITY OF KEIZER, OREGON
INSTALLMENT PAYMENT CONTRACT**

The undersigned agree to pay the assessment in 42 semi-annual installment payments of principal and interest and any penalties or other costs as set forth in the Terms and Conditions of this contract. Further, the undersigned understands that the amount owing shall be a lien against the benefited property and the lien shall be recorded in the Docket of City Liens.

NAME: DONAHUE SCHRIBER REALTY GROUP LP DATE: February 1, 2008
C/O DAVID MOSSMAN CONTRACT DUE DATE: February 21, 2008
200 EAST BAKER ST #100 TAX LOT NUMBER: 063W36A 01700
COSTA MESA, CA 92626

I hereby agree to pay in installments the following special assessment:

Special Assessment	\$6,146,861.83
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This loan is a lien on the property described below:


Description:	063W36A 01700
Address:	6305 Ulali Drive NE, Keizer, Oregon

I elect to pay the loan amount in 42 semi-annual installments of principal and interest and any penalties or other costs. The first installment payment will be due on August 21, 2008.

This contract is submitted in accordance with provisions of ORS 223.205-295, and Keizer Ordinance 84-028, and Keizer Ordinance 2008-567. In consideration of and pursuant to these legal provisions, the undersigned hereby expressly waives all irregularities and defects, jurisdictional or otherwise, in the proceedings to cause the local improvement for which the final assessment is levied and in the calculation of the actual cost of the local improvement and the assessment of that cost against the properties described in this contract. The undersigned has read and agrees to abide by the attached "Installment Payment Contract Terms and Provisions."

Note: All recorded owners must sign. If contract purchaser, please attach contract of sale.

DONAHUE SCHRIBER REALTY GROUP LP:


Mark L. Whitfield
Signed: **Executive Vice President**

Signed: _____

Date: 2/25/08

Date: _____

INSTALLMENT PAYMENT CONTRACT TERMS AND PROVISIONS

Payment Schedule. The City uses the following calculations when preparing installment bills: Installment payments are billed every six months. The first installment payment date will be August 21, 2008. Each installment is an equal payment sufficient to amortize the special assessment, with interest, over 42 payments, plus any costs or penalties imposed under this "Installment Payment Contract Terms and Provisions".

Interest Rates. The City finances this installment loan by selling improvement bonds. Your interest will be 0.5% (one half of one percent) above the true interest cost, as determined by the City's financial advisor, of those bonds. The true interest cost of the bonds is currently not available.

If the City determines not to issue bonds, your interest will be determined by the City Recorder.

Billing and Payment. The City bills you directly for your installment assessment payments. Your installments are not a part of your property tax bill. Payments are due in our office on or before the payment due date. Include your tax account number on your check and make the check payable to the City of Keizer. You may shorten the payment period by paying more than the required amount. All or any portion of the unpaid balance may be prepaid at any time, without prepayment penalty. Prepayments will be applied first to any unpaid penalties and costs that are then due, then to the interest, and then to the unpaid principal balance. However, excess payments or prepayments shall be credited in inverse order of maturity and shall not be credited as regular future payments, nor excuse you from making the regular semi-annual installment payments.

Penalties for Non-Payment. The City charges a penalty equal to 0.50% (.0050) of the balance owing on your assessment contract whenever any installment payment is more than 15 days past due. Beyond 30 days past due, the City may declare this contract in default. The City may also require payment of the entire amount of delinquent installments, plus interest, penalties, and costs, including but not limited to attorney fees.

This loan is secured by a lien on the benefited property. The City lien may be assumed when the property is transferred -- banks and financial institutions generally require full payment of this loan before closing a private mortgage or refinancing transaction.

The City may enforce its property lien by foreclosing and selling the property to collect the outstanding loan balance and all related costs, including costs of enforcing the lien.

Debt Reserve. Pursuant to the formation documents of this Local Improvement District, there will be established a bond debt service reserve in the amount of \$2,681,000.00 (the "Reserve Requirement"). The debt reserve and earnings on the debt reserve will be used as set forth below:

1. While bonds are outstanding amounts in the bond debt service reserve will be used only to pay debt service on the bonds, and only if assessment payments available to the city are not sufficient to make those payments.
2. Interest earnings on amounts in the bond debt service reserve will be credited to the bond debt service reserve whenever the balance in the bond debt service reserve is less than the Reserve Requirement. At other times earnings on the bond debt service reserve will be applied by the City to pay debt service on the bonds.
3. The City will apply the amount in the bond debt service reserve to make the final payment[s] due on the bonds. However, if the City has incurred costs in connection with the collection of the assessments for the local improvement district that have not been paid from assessment payments, the City may apply amounts in the bond debt service reserve to pay those costs before the city applies the remaining balance in the bond debt service reserve to make the final payment[s] on the bonds.
4. If you have a balance owing at the time of full payment and retirement of the bonds, then you may receive a credit applied to your final payment(s) as set forth below.
5. The credit will consist of the **LESSER OF** the following:

- a. Your actual assessment amounts still owing under this Agreement, including costs as imposed in this Agreement, on the date the City's bonds are paid in full; OR
 - b. The prorata share of the debt reserve that is available and used to pay City bonds, plus the prorata earnings on the debt reserve that were actually received and used to retire bonds. The prorata share for your property will be determined by dividing your special assessment by the sum of all special assessments that were imposed for this local improvement district.
6. Under no circumstances will the City issue a cash refund for debt reserve or debt reserve earnings.
7. No credit will be given if you have one or more delinquent payments during the term of the repayment period. In such case, any prorata share of the debt reserve and debt reserve earnings shall be forfeited to the City.

Time of the Essence. Time is of the essence for each and every provision of this Agreement.

Change of Address. You are responsible for notifying the City of Keizer of any change of ownership or billing address.

NAME: DONAHUE SCHRIBER REALTY GROUP LP
C/O DAVID MOSSMAN
200 EAST BAKER ST #100
COSTA MESA, CA 92626

DATE: February 1, 2008

TAX LOT NUMBER: 063W36A 01800

ASSESSMENT STATEMENT

Project: KEIZER STATION AREA A LOCAL IMPROVEMENT DISTRICT

The City Council has assessed properties for the Keizer Station Area A Local Improvement District as described in an assessment ordinance enacted at the January 22, 2008 City Council meeting. The City has assessed your property as follows:

Amount assessed: \$473,117.65
Payment Due Date: February 21, 2008
Tax Lot Number: 063W36A 01800
Legal Description: Keizer Station Village Center, Lot 4, Marion County, Oregon
Property Address: 6371 Ulali Dr NE, Keizer, Oregon

Please return your payment with the bottom portion of this statement or complete and return the attached installment contract by February 21, 2008. See the following pages for additional payment information.

Return this portion with your payment

ASSESSMENT PAYMENT COUPON

PROJECT: KEIZER STATION AREA A LOCAL IMPROVEMENT DISTRICT

NAME: DONAHUE SCHRIBER REALTY GROUP LP
C/O DAVID MOSSMAN
200 EAST BAKER ST #100
COSTA MESA, CA 92626

TAX LOT NUMBER: 063W36A 01800

Amount Due: \$473,117.65
Payment Due Date: February 21, 2008
Amount Paid: _____

MAKE CHECKS PAYABLE TO: City of Keizer

Mail Payments to: City of Keizer
City Recorder
PO Box 21000
Keizer, OR 97307

Or

Deliver Payments to: City of Keizer
City Recorder's Office
930 Chemawa Road Northeast
Keizer, Oregon

ASSESSMENT PAYMENT OPTION

Please take a few minutes to study your assessment bill and the following payment option. This special assessment is not part of your property taxes and will not be included in your county property tax billing. The City must receive your cash payment or signed installment payment contract before February 21, 2008.

CASH PAYMENTS

You may pay all or part of the special assessment in cash by February 21st. If you do not pay your entire special assessment in cash by that date you must sign and file an installment payment contract with the city for the unpaid amount by February 21st. The interest-free period ends on the payment due date. Include your tax lot number on your check and mail or deliver to:

Mail Payments to:

City of Keizer
City Recorder
PO Box 21000
Keizer, OR 97307

Or

Deliver Payments to:

City of Keizer
City Recorder's Office
930 Chemawa Road Northeast
Keizer, Oregon

INSTALLMENT PAYMENT CONTRACT

You may pay all or part of your special assessment in 42 semi-annual installments of principal and interest. The City will sell improvement bonds to finance your contract and charge you interest based on the true interest cost, as determined by the City's financial advisor, of the bonds. Your interest will be 0.5% above that true interest cost. The true interest cost of the bond sale is currently not known. The bond sale is expected to occur by June 2008. The City will notify you of that interest rate when it sends your first invoice.

If the City has not issued bonds by your first payment date, your interest rate will be determined by the City Recorder until bonds are sold.

Please read carefully the attached installment payment contract. It must be signed by all owners of record. If you are buying your property on contract, please include a copy of your recorded contract.

FORECLOSURE

You must return a cash payment or signed installment payment contract in a total amount equal to your special assessment by February 21, 2008 or the City may commence a foreclosure action on your property.

**CITY OF KEIZER, OREGON
INSTALLMENT PAYMENT CONTRACT**

The undersigned agree to pay the assessment in 42 semi-annual installment payments of principal and interest and any penalties or other costs as set forth in the Terms and Conditions of this contract. Further, the undersigned understands that the amount owing shall be a lien against the benefited property and the lien shall be recorded in the Docket of City Liens.

NAME: DONAHUE SCHRIBER REALTY GROUP LP DATE: February 1, 2008
C/O DAVID MOSSMAN CONTRACT DUE DATE: February 21, 2008
200 EAST BAKER ST #100 TAX LOT NUMBER: 063W36A 01800
COSTA MESA, CA 92626

I hereby agree to pay in installments the following special assessment:

Special Assessment \$473,117.65

This loan is a lien on the property described below:

Description: 063W36A 01800
Address: 6371 Ulali Drive NE, Keizer, Oregon

I elect to pay the loan amount in 42 semi-annual installments of principal and interest and any penalties or other costs. The first installment payment will be due on August 21, 2008.

This contract is submitted in accordance with provisions of ORS 223.205-295, and Keizer Ordinance 84-028, and Keizer Ordinance 2008-567. In consideration of and pursuant to these legal provisions, the undersigned hereby expressly waives all irregularities and defects, jurisdictional or otherwise, in the proceedings to cause the local improvement for which the final assessment is levied and in the calculation of the actual cost of the local improvement and the assessment of that cost against the properties described in this contract. The undersigned has read and agrees to abide by the attached "Installment Payment Contract Terms and Provisions."

Note: All recorded owners must sign. If contract purchaser, please attach contract of sale.

DONAHUE SCHRIBER REALTY GROUP LP:

Signed: _____
Signed: Mark L. Whitfield

**Mark L. Whitfield
Executive Vice President**

Date: _____
Date: 2-25-08

INSTALLMENT PAYMENT CONTRACT TERMS AND PROVISIONS

Payment Schedule. The City uses the following calculations when preparing installment bills: Installment payments are billed every six months. The first installment payment date will be August 21, 2008. Each installment is an equal payment sufficient to amortize the special assessment, with interest, over 42 payments, plus any costs or penalties imposed under this "Installment Payment Contract Terms and Provisions".

Interest Rates. The City finances this installment loan by selling improvement bonds. Your interest will be 0.5% (one half of one percent) above the true interest cost, as determined by the City's financial advisor, of those bonds. The true interest cost of the bonds is currently not available.

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This loan is secured by a lien on the benefited property. The City lien may be assumed when the property is transferred -- banks and financial institutions generally require full payment of this loan before closing a private mortgage or refinancing transaction.

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Debt Reserve. Pursuant to the formation documents of this Local Improvement District, there will be established a bond debt service reserve in the amount of \$2,681,000.00 (the "Reserve Requirement"). The debt reserve and earnings on the debt reserve will be used as set forth below:

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5. The credit will consist of the **LESSER OF** the following:

- a. Your actual assessment amounts still owing under this Agreement, including costs as imposed in this Agreement, on the date the City's bonds are paid in full; OR
 - b. The prorata share of the debt reserve that is available and used to pay City bonds, plus the prorata earnings on the debt reserve that were actually received and used to retire bonds. The prorata share for your property will be determined by dividing your special assessment by the sum of all special assessments that were imposed for this local improvement district.
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Time of the Essence. Time is of the essence for each and every provision of this Agreement.

Change of Address. You are responsible for notifying the City of Keizer of any change of ownership or billing address.

NAME: DONAHUE SCHRIBER REALTY GROUP LP
C/O DAVID MOSSMAN
200 EAST BAKER ST #100
COSTA MESA, CA 92626

DATE: February 1, 2008

TAX LOT NUMBER: 063W36A 01900

ASSESSMENT STATEMENT

Project: KEIZER STATION AREA A LOCAL IMPROVEMENT DISTRICT

The City Council has assessed properties for the Keizer Station Area A Local Improvement District as described in an assessment ordinance enacted at the January 22, 2008 City Council meeting. The City has assessed your property as follows:

Amount assessed: \$674,834.47
Payment Due Date: February 21, 2008
Tax Lot Number: 063W36A 01900
Legal Description: Keizer Station Village Center, Lot 5, Marion County, Oregon
Property Address: 6385 Ulali Dr NE, Suite 101, Keizer, Oregon

Please return your payment with the bottom portion of this statement or complete and return the attached installment contract by February 21, 2008. See the following pages for additional payment information.

Return this portion with your payment

ASSESSMENT PAYMENT COUPON

PROJECT: KEIZER STATION AREA A LOCAL IMPROVEMENT DISTRICT

NAME: DONAHUE SCHRIBER REALTY GROUP LP
C/O DAVID MOSSMAN
200 EAST BAKER ST #100
COSTA MESA, CA 92626

TAX LOT NUMBER: 063W36A 01900

Amount Due: \$674,834.47

Payment Due Date: February 21, 2008

Amount Paid: _____

MAKE CHECKS PAYABLE TO: City of Keizer

Mail Payments to: City of Keizer
City Recorder
PO Box 21000
Keizer, OR 97307

Or

Deliver Payments to: City of Keizer
City Recorder's Office
930 Chemawa Road Northeast
Keizer, Oregon

ASSESSMENT PAYMENT OPTION

Please take a few minutes to study your assessment bill and the following payment option. This special assessment is not part of your property taxes and will not be included in your county property tax billing. The City must receive your cash payment or signed installment payment contract before February 21, 2008.

CASH PAYMENTS

You may pay all or part of the special assessment in cash by February 21st. If you do not pay your entire special assessment in cash by that date you must sign and file an installment payment contract with the city for the unpaid amount by February 21st. The interest-free period ends on the payment due date. Include your tax lot number on your check and mail or deliver to:

Mail Payments to:

City of Keizer
City Recorder
PO Box 21000
Keizer, OR 97307

Or

Deliver Payments to:

City of Keizer
City Recorder's Office
930 Chemawa Road Northeast
Keizer, Oregon

INSTALLMENT PAYMENT CONTRACT

You may pay all or part of your special assessment in 42 semi-annual installments of principal and interest. The City will sell improvement bonds to finance your contract and charge you interest based on the true interest cost, as determined by the City's financial advisor, of the bonds. Your interest will be 0.5% above that true interest cost. The true interest cost of the bond sale is currently not known. The bond sale is expected to occur by June 2008. The City will notify you of that interest rate when it sends your first invoice.

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Please read carefully the attached installment payment contract. It must be signed by all owners of record. If you are buying your property on contract, please include a copy of your recorded contract.

FORECLOSURE

You must return a cash payment or signed installment payment contract in a total amount equal to your special assessment by February 21, 2008 or the City may commence a foreclosure action on your property.

**CITY OF KEIZER, OREGON
INSTALLMENT PAYMENT CONTRACT**

The undersigned agree to pay the assessment in 42 semi-annual installment payments of principal and interest and any penalties or other costs as set forth in the Terms and Conditions of this contract. Further, the undersigned understands that the amount owing shall be a lien against the benefited property and the lien shall be recorded in the Docket of City Liens.

NAME: DONAHUE SCHRIBER REALTY GROUP LP DATE: February 1, 2008
C/O DAVID MOSSMAN CONTRACT DUE DATE: February 21, 2008
200 EAST BAKER ST #100 TAX LOT NUMBER: 063W36A 01900
COSTA MESA, CA 92626

I hereby agree to pay in installments the following special assessment:

Special Assessment	\$674,834.47
--------------------	--------------

This loan is a lien on the property described below:

Description:	063W36A 01900
Address:	6385 Ulali Drive NE, Suite 101, Keizer, Oregon

I elect to pay the loan amount in 42 semi-annual installments of principal and interest and any penalties or other costs. The first installment payment will be due on August 21, 2008.

This contract is submitted in accordance with provisions of ORS 223.205-295, and Keizer Ordinance 84-028, and Keizer Ordinance 2008-567. In consideration of and pursuant to these legal provisions, the undersigned hereby expressly waives all irregularities and defects, jurisdictional or otherwise, in the proceedings to cause the local improvement for which the final assessment is levied and in the calculation of the actual cost of the local improvement and the assessment of that cost against the properties described in this contract. The undersigned has read and agrees to abide by the attached "Installment Payment Contract Terms and Provisions."

Note: All recorded owners must sign. If contract purchaser, please attach contract of sale.

DONAHUE SCHRIBER REALTY GROUP LP:

Signed: _____
Signed: Mark L. Whitfield
Mark L. Whitfield
Executive Vice President

Date: _____
Date: 2/25/08

INSTALLMENT PAYMENT CONTRACT TERMS AND PROVISIONS

Payment Schedule. The City uses the following calculations when preparing installment bills: Installment payments are billed every six months. The first installment payment date will be August 21, 2008. Each installment is an equal payment sufficient to amortize the special assessment, with interest, over 42 payments, plus any costs or penalties imposed under this "Installment Payment Contract Terms and Provisions".

Interest Rates. The City finances this installment loan by selling improvement bonds. Your interest will be 0.5% (one half of one percent) above the true interest cost, as determined by the City's financial advisor, of those bonds. The true interest cost of the bonds is currently not available.

If the City determines not to issue bonds, your interest will be determined by the City Recorder.

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Penalties for Non-Payment. The City charges a penalty equal to 0.50% (.0050) of the balance owing on your assessment contract whenever any installment payment is more than 15 days past due. Beyond 30 days past due, the City may declare this contract in default. The City may also require payment of the entire amount of delinquent installments, plus interest, penalties, and costs, including but not limited to attorney fees.

This loan is secured by a lien on the benefited property. The City lien may be assumed when the property is transferred -- banks and financial institutions generally require full payment of this loan before closing a private mortgage or refinancing transaction.

The City may enforce its property lien by foreclosing and selling the property to collect the outstanding loan balance and all related costs, including costs of enforcing the lien.

Debt Reserve. Pursuant to the formation documents of this Local Improvement District, there will be established a bond debt service reserve in the amount of \$2,681,000.00 (the "Reserve Requirement"). The debt reserve and earnings on the debt reserve will be used as set forth below:

1. While bonds are outstanding amounts in the bond debt service reserve will be used only to pay debt service on the bonds, and only if assessment payments available to the city are not sufficient to make those payments.
2. Interest earnings on amounts in the bond debt service reserve will be credited to the bond debt service reserve whenever the balance in the bond debt service reserve is less than the Reserve Requirement. At other times earnings on the bond debt service reserve will be applied by the City to pay debt service on the bonds.
3. The City will apply the amount in the bond debt service reserve to make the final payment[s] due on the bonds. However, if the City has incurred costs in connection with the collection of the assessments for the local improvement district that have not been paid from assessment payments, the City may apply amounts in the bond debt service reserve to pay those costs before the city applies the remaining balance in the bond debt service reserve to make the final payment[s] on the bonds.
4. If you have a balance owing at the time of full payment and retirement of the bonds, then you may receive a credit applied to your final payment(s) as set forth below.
5. The credit will consist of the **LESSER OF** the following:

- a. Your actual assessment amounts still owing under this Agreement, including costs as imposed in this Agreement, on the date the City's bonds are paid in full; OR
 - b. The prorata share of the debt reserve that is available and used to pay City bonds, plus the prorata earnings on the debt reserve that were actually received and used to retire bonds. The prorata share for your property will be determined by dividing your special assessment by the sum of all special assessments that were imposed for this local improvement district.
6. Under no circumstances will the City issue a cash refund for debt reserve or debt reserve earnings.
7. No credit will be given if you have one or more delinquent payments during the term of the repayment period. In such case, any prorata share of the debt reserve and debt reserve earnings shall be forfeited to the City.

Time of the Essence. Time is of the essence for each and every provision of this Agreement.

Change of Address. You are responsible for notifying the City of Keizer of any change of ownership or billing address.

NAME: DONAHUE SCHRIBER REALTY GROUP LP
C/O DAVID MOSSMAN
200 EAST BAKER ST #100
COSTA MESA, CA 92626

DATE: February 1, 2008

TAX LOT NUMBER: 063W36A 02200

ASSESSMENT STATEMENT

Project: KEIZER STATION AREA A LOCAL IMPROVEMENT DISTRICT

The City Council has assessed properties for the Keizer Station Area A Local Improvement District as described in an assessment ordinance enacted at the January 22, 2008 City Council meeting. The City has assessed your property as follows:

Amount assessed: \$366,757.87

Payment Due Date: February 21, 2008

Tax Lot Number: 063W36A 02200

Legal Description: Keizer Station Village Center, Lot 8, Marion County, Oregon

Property Address: No Situs Address, Keizer, Oregon

Please return your payment with the bottom portion of this statement or complete and return the attached installment contract by February 21, 2008. See the following pages for additional payment information.

Return this portion with your payment

ASSESSMENT PAYMENT COUPON

PROJECT: KEIZER STATION AREA A LOCAL IMPROVEMENT DISTRICT

NAME: DONAHUE SCHRIBER REALTY GROUP LP
C/O DAVID MOSSMAN
200 EAST BAKER ST #100
COSTA MESA, CA 92626

TAX LOT NUMBER: 063W36A 02200

Amount Due: \$366,757.87

Payment Due Date: February 21, 2008

Amount Paid: _____

MAKE CHECKS PAYABLE TO: City of Keizer

Mail Payments to: City of Keizer
City Recorder
PO Box 21000
Keizer, OR 97307

Or

Deliver Payments to: City of Keizer
City Recorder's Office
930 Chemawa Road Northeast
Keizer, Oregon

ASSESSMENT PAYMENT OPTION

Please take a few minutes to study your assessment bill and the following payment option. This special assessment is not part of your property taxes and will not be included in your county property tax billing. The City must receive your cash payment or signed installment payment contract before February 21, 2008.

CASH PAYMENTS

You may pay all or part of the special assessment in cash by February 21st. If you do not pay your entire special assessment in cash by that date you must sign and file an installment payment contract with the city for the unpaid amount by February 21st. The interest-free period ends on the payment due date. Include your tax lot number on your check and mail or deliver to:

Mail Payments to:

City of Keizer
City Recorder
PO Box 21000
Keizer, OR 97307

Or

Deliver Payments to:

City of Keizer
City Recorder's Office
930 Chemawa Road Northeast
Keizer, Oregon

INSTALLMENT PAYMENT CONTRACT

You may pay all or part of your special assessment in 42 semi-annual installments of principal and interest. The City will sell improvement bonds to finance your contract and charge you interest based on the true interest cost, as determined by the City's financial advisor, of the bonds. Your interest will be 0.5% above that true interest cost. The true interest cost of the bond sale is currently not known. The bond sale is expected to occur by June 2008. The City will notify you of that interest rate when it sends your first invoice.

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Please read carefully the attached installment payment contract. It must be signed by all owners of record. If you are buying your property on contract, please include a copy of your recorded contract.

FORECLOSURE

You must return a cash payment or signed installment payment contract in a total amount equal to your special assessment by February 21, 2008 or the City may commence a foreclosure action on your property.

**CITY OF KEIZER, OREGON
INSTALLMENT PAYMENT CONTRACT**

The undersigned agree to pay the assessment in 42 semi-annual installment payments of principal and interest and any penalties or other costs as set forth in the Terms and Conditions of this contract. Further, the undersigned understands that the amount owing shall be a lien against the benefited property and the lien shall be recorded in the Docket of City Liens.

NAME: DONAHUE SCHRIBER REALTY GROUP LP DATE: February 1, 2008
C/O DAVID MOSSMAN CONTRACT DUE DATE: February 21, 2008
200 EAST BAKER ST #100 TAX LOT NUMBER: 063W36A 02200
COSTA MESA, CA 92626

I hereby agree to pay in installments the following special assessment:

Special Assessment \$366,757.87

This loan is a lien on the property described below:

Description: 063W36A 02200
Address: No Situs Address, Keizer, Oregon

I elect to pay the loan amount in 42 semi-annual installments of principal and interest and any penalties or other costs. The first installment payment will be due on August 21, 2008.

This contract is submitted in accordance with provisions of ORS 223.205-295, and Keizer Ordinance 84-028, and Keizer Ordinance 2008-567. In consideration of and pursuant to these legal provisions, the undersigned hereby expressly waives all irregularities and defects, jurisdictional or otherwise, in the proceedings to cause the local improvement for which the final assessment is levied and in the calculation of the actual cost of the local improvement and the assessment of that cost against the properties described in this contract. The undersigned has read and agrees to abide by the attached "Installment Payment Contract Terms and Provisions."

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DONAHUE SCHRIBER REALTY GROUP LP:

Signed: _____
Signed: Mark L. Whitfield
 Mark L. Whitfield
 Executive Vice President

Date: _____
Date: 2/25/08

INSTALLMENT PAYMENT CONTRACT TERMS AND PROVISIONS

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5. The credit will consist of the **LESSER OF** the following:

- a. Your actual assessment amounts still owing under this Agreement, including costs as imposed in this Agreement, on the date the City's bonds are paid in full; OR
 - b. The prorata share of the debt reserve that is available and used to pay City bonds, plus the prorata earnings on the debt reserve that were actually received and used to retire bonds. The prorata share for your property will be determined by dividing your special assessment by the sum of all special assessments that were imposed for this local improvement district.
6. Under no circumstances will the City issue a cash refund for debt reserve or debt reserve earnings.
7. No credit will be given if you have one or more delinquent payments during the term of the repayment period. In such case, any prorata share of the debt reserve and debt reserve earnings shall be forfeited to the City.

Time of the Essence. Time is of the essence for each and every provision of this Agreement.

Change of Address. You are responsible for notifying the City of Keizer of any change of ownership or billing address.

NAME: DONAHUE SCHRIBER REALY GROUP LP
C/O DAVID MOSSMAN
200 EAST BAKER ST #100
COSTA MESA, CA 92626

DATE: February 1, 2008

TAX LOT NUMBER: 063W36A 02400

ASSESSMENT STATEMENT

Project: KEIZER STATION AREA A LOCAL IMPROVEMENT DISTRICT

The City Council has assessed properties for the Keizer Station Area A Local Improvement District as described in an assessment ordinance enacted at the January 22, 2008 City Council meeting. The City has assessed your property as follows:

Amount assessed: \$817,870.04
Payment Due Date: February 21, 2008
Tax Lot Number: 063W36A 02400
Legal Description: Partition Plat 2006-124, Parcel 1, Marion County, Oregon
Property Address: 6065 Keizer Station Blvd NE, Keizer, Oregon

Please return your payment with the bottom portion of this statement or complete and return the attached installment contract by February 21, 2008. See the following pages for additional payment information.

Return this portion with your payment

ASSESSMENT PAYMENT COUPON

PROJECT: KEIZER STATION AREA A LOCAL IMPROVEMENT DISTRICT

NAME: DONAHUE SCHRIBER REALTY GROUP LP
C/O DAVID MOSSMAN
200 EAST BAKER ST #100
COSTA MESA, CA 92626

TAX LOT NUMBER: 063W36A 02400

Amount Due: \$817,870.04
Payment Due Date: February 21, 2008
Amount Paid: _____

MAKE CHECKS PAYABLE TO: City of Keizer

Mail Payments to: City of Keizer
City Recorder
PO Box 21000
Keizer, OR 97307

Or

Deliver Payments to: City of Keizer
City Recorder's Office
930 Chemawa Road Northeast
Keizer, Oregon

ASSESSMENT PAYMENT OPTION

Please take a few minutes to study your assessment bill and the following payment option. This special assessment is not part of your property taxes and will not be included in your county property tax billing. The City must receive your cash payment or signed installment payment contract before February 21, 2008.

CASH PAYMENTS

You may pay all or part of the special assessment in cash by February 21st. If you do not pay your entire special assessment in cash by that date you must sign and file an installment payment contract with the city for the unpaid amount by February 21st. The interest-free period ends on the payment due date. Include your tax lot number on your check and mail or deliver to:

Mail Payments to: City of Keizer
City Recorder
PO Box 21000
Keizer, OR 97307

$$O_{\Gamma}$$

Deliver Payments to: City of Keizer
City Recorder's Office
930 Cbemawa Road Northeast
Keizer, Oregon

INSTALLMENT PAYMENT CONTRACT

You may pay all or part of your special assessment in 42 semi-annual installments of principal and interest. The City will sell improvement bonds to finance your contract and charge you interest based on the true interest cost, as determined by the City's financial advisor, of the bonds. Your interest will be 0.5% above that true interest cost. The true interest cost of the bond sale is currently not known. The bond sale is expected to occur by June 2008. The City will notify you of that interest rate when it sends your first invoice.

If the City has not issued bonds by your first payment date, your interest rate will be determined by the City Recorder until bonds are sold.

Please read carefully the attached installment payment contract. It must be signed by all owners of record. If you are buying your property on contract, please include a copy of your recorded contract.

FORECLOSURE

You must return a cash payment or signed installment payment contract in a total amount equal to your special assessment by February 21, 2008 or the City may commence a foreclosure action on your property.

**CITY OF KEIZER, OREGON
INSTALLMENT PAYMENT CONTRACT**

The undersigned agree to pay the assessment in 42 semi-annual installment payments of principal and interest and any penalties or other costs as set forth in the Terms and Conditions of this contract. Further, the undersigned understands that the amount owing shall be a lien against the benefited property and the lien shall be recorded in the Docket of City Liens.

NAME: DONAHUE SCHRIBER REALTY GROUP LP DATE: February 1, 2008
C/O DAVID MOSSMAN CONTRACT DUE DATE: February 21, 2008
200 EAST BAKER ST #100 TAX LOT NUMBER: 063W36A 02400
COSTA MESA, CA 92626

I hereby agree to pay in installments the following special assessment:

Special Assessment \$817,870.04

This loan is a lien on the property described below:

Description: 063W36A 02400
Address: 6065 Keizer Station Blvd NE, Keizer, Oregon

I elect to pay the loan amount in 42 semi-annual installments of principal and interest and any penalties or other costs. The first installment payment will be due on August 21, 2008.

This contract is submitted in accordance with provisions of ORS 223.205-295, and Keizer Ordinance 84-028, and Keizer Ordinance 2008-567. In consideration of and pursuant to these legal provisions, the undersigned hereby expressly waives all irregularities and defects, jurisdictional or otherwise, in the proceedings to cause the local improvement for which the final assessment is levied and in the calculation of the actual cost of the local improvement and the assessment of that cost against the properties described in this contract. The undersigned has read and agrees to abide by the attached "Installment Payment Contract Terms and Provisions."

Note: All recorded owners must sign. If contract purchaser, please attach contract of sale.

DONAHUE SCHRIBER REALTY GROUP LP:

Signed: _____
Signed: Mark L. Whitfield
Mark L. Whitfield
Executive Vice President

Date: _____
Date: 2/25/08

INSTALLMENT PAYMENT CONTRACT TERMS AND PROVISIONS

Payment Schedule. The City uses the following calculations when preparing installment bills: Installment payments are billed every six months. The first installment payment date will be August 21, 2008. Each installment is an equal payment sufficient to amortize the special assessment, with interest, over 42 payments, plus any costs or penalties imposed under this "Installment Payment Contract Terms and Provisions".

Interest Rates. The City finances this installment loan by selling improvement bonds. Your interest will be 0.5% (one half of one percent) above the true interest cost, as determined by the City's financial advisor, of those bonds. The true interest cost of the bonds is currently not available.

If the City determines not to issue bonds, your interest will be determined by the City Recorder.

Billing and Payment. The City bills you directly for your installment assessment payments. Your installments are not a part of your property tax bill. Payments are due in our office on or before the payment due date. Include your tax account number on your check and make the check payable to the City of Keizer. You may shorten the payment period by paying more than the required amount. All or any portion of the unpaid balance may be prepaid at any time, without prepayment penalty. Prepayments will be applied first to any unpaid penalties and costs that are then due, then to the interest, and then to the unpaid principal balance. However, excess payments or prepayments shall be credited in inverse order of maturity and shall not be credited as regular future payments, nor excuse you from making the regular semi-annual installment payments.

Penalties for Non-Payment. The City charges a penalty equal to 0.50% (.0050) of the balance owing on your assessment contract whenever any installment payment is more than 15 days past due. Beyond 30 days past due, the City may declare this contract in default. The City may also require payment of the entire amount of delinquent installments, plus interest, penalties, and costs, including but not limited to attorney fees.

This loan is secured by a lien on the benefited property. The City lien may be assumed when the property is transferred -- banks and financial institutions generally require full payment of this loan before closing a private mortgage or refinancing transaction.

The City may enforce its property lien by foreclosing and selling the property to collect the outstanding loan balance and all related costs, including costs of enforcing the lien.

Debt Reserve. Pursuant to the formation documents of this Local Improvement District, there will be established a bond debt service reserve in the amount of \$2,681,000.00 (the "Reserve Requirement"). The debt reserve and earnings on the debt reserve will be used as set forth below:

1. While bonds are outstanding amounts in the bond debt service reserve will be used only to pay debt service on the bonds, and only if assessment payments available to the city are not sufficient to make those payments.
2. Interest earnings on amounts in the bond debt service reserve will be credited to the bond debt service reserve whenever the balance in the bond debt service reserve is less than the Reserve Requirement. At other times earnings on the bond debt service reserve will be applied by the City to pay debt service on the bonds.
3. The City will apply the amount in the bond debt service reserve to make the final payment[s] due on the bonds. However, if the City has incurred costs in connection with the collection of the assessments for the local improvement district that have not been paid from assessment payments, the City may apply amounts in the bond debt service reserve to pay those costs before the city applies the remaining balance in the bond debt service reserve to make the final payment[s] on the bonds.
4. If you have a balance owing at the time of full payment and retirement of the bonds, then you may receive a credit applied to your final payment(s) as set forth below.
5. The credit will consist of the **LESSER OF** the following:

- a. Your actual assessment amounts still owing under this Agreement, including costs as imposed in this Agreement, on the date the City's bonds are paid in full; OR
 - b. The prorata share of the debt reserve that is available and used to pay City bonds, plus the prorata earnings on the debt reserve that were actually received and used to retire bonds. The prorata share for your property will be determined by dividing your special assessment by the sum of all special assessments that were imposed for this local improvement district.
6. Under no circumstances will the City issue a cash refund for debt reserve or debt reserve earnings.
7. No credit will be given if you have one or more delinquent payments during the term of the repayment period. In such case, any prorata share of the debt reserve and debt reserve earnings shall be forfeited to the City.

Time of the Essence. Time is of the essence for each and every provision of this Agreement.

Change of Address. You are responsible for notifying the City of Keizer of any change of ownership or billing address.

NAME: DONAHUE SCHRIBER REALTY GROUP LP
C/O DAVID MOSSMAN
200 EAST BAKER ST #100
COSTA MESA, CA 92626

DATE: February 1, 2008

TAX LOT NUMBER: 063W36A 03300

ASSESSMENT STATEMENT

Project: KEIZER STATION AREA A LOCAL IMPROVEMENT DISTRICT

The City Council has assessed properties for the Keizer Station Area A Local Improvement District as described in an assessment ordinance enacted at the January 22, 2008 City Council meeting. The City has assessed your property as follows:

Amount assessed: \$388,763.34
Payment Due Date: February 21, 2008
Tax Lot Number: 063W36A 03300
Legal Description: Keizer Station Village Center No. 2, Lot 12, Marion County, Oregon
Property Address: 0 Jorie Ln NE, Keizer, Oregon

Please return your payment with the bottom portion of this statement or complete and return the attached installment contract by February 21, 2008. See the following pages for additional payment information.

Return this portion with your payment

ASSESSMENT PAYMENT COUPON

PROJECT: KEIZER STATION AREA A LOCAL IMPROVEMENT DISTRICT

NAME: DONAHUE SCHRIBER REALTY GROUP LP
C/O DAVID MOSSMAN
200 EAST BAKER ST #100
COSTA MESA, CA 92626

TAX LOT NUMBER: 063W36A 03300

Amount Due: \$388,763.34

Payment Due Date: February 21, 2008

Amount Paid: _____

MAKE CHECKS PAYABLE TO: City of Keizer

Mail Payments to: City of Keizer
City Recorder
PO Box 21000
Keizer, OR 97307

Or

Deliver Payments to: City of Keizer
City Recorder's Office
930 Chemawa Road Northeast
Keizer, Oregon

ASSESSMENT PAYMENT OPTION

Please take a few minutes to study your assessment bill and the following payment option. This special assessment is not part of your property taxes and will not be included in your county property tax billing. The City must receive your cash payment or signed installment payment contract before February 21, 2008.

CASH PAYMENTS

You may pay all or part of the special assessment in cash by February 21st. If you do not pay your entire special assessment in cash by that date you must sign and file an installment payment contract with the city for the unpaid amount by February 21st. The interest-free period ends on the payment due date. Include your tax lot number on your check and mail or deliver to:

Mail Payments to:

City of Keizer
City Recorder
PO Box 21000
Keizer, OR 97307

Or

Deliver Payments to:

City of Keizer
City Recorder's Office
930 Chemawa Road Northeast
Keizer, Oregon

INSTALLMENT PAYMENT CONTRACT

You may pay all or part of your special assessment in 42 semi-annual installments of principal and interest. The City will sell improvement bonds to finance your contract and charge you interest based on the true interest cost, as determined by the City's financial advisor, of the bonds. Your interest will be 0.5% above that true interest cost. The true interest cost of the bond sale is currently not known. The bond sale is expected to occur by June 2008. The City will notify you of that interest rate when it sends your first invoice.

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Please read carefully the attached installment payment contract. It must be signed by all owners of record. If you are buying your property on contract, please include a copy of your recorded contract.

FORECLOSURE

You must return a cash payment or signed installment payment contract in a total amount equal to your special assessment by February 21, 2008 or the City may commence a foreclosure action on your property.

**CITY OF KEIZER, OREGON
INSTALLMENT PAYMENT CONTRACT**

The undersigned agree to pay the assessment in 42 semi-annual installment payments of principal and interest and any penalties or other costs as set forth in the Terms and Conditions of this contract. Further, the undersigned understands that the amount owing shall be a lien against the benefited property and the lien shall be recorded in the Docket of City Liens.

NAME: DONAHUE SCHRIBER REALTY GROUP LP DATE: February 1, 2008
C/O DAVID MOSSMAN CONTRACT DUE DATE: February 21, 2008
200 EAST BAKER ST #100 TAX LOT NUMBER: 063W36A 03300
COSTA MESA, CA 92626

I hereby agree to pay in installments the following special assessment:

Special Assessment	\$388,763.34
--------------------	--------------

This loan is a lien on the property described below:

Description:	063W36A 03300
Address:	0 Jorie Ln NE, Keizer, Oregon

I elect to pay the loan amount in 42 semi-annual installments of principal and interest and any penalties or other costs. The first installment payment will be due on August 21, 2008.

This contract is submitted in accordance with provisions of ORS 223.205-295, and Keizer Ordinance 84-028, and Keizer Ordinance 2008-567. In consideration of and pursuant to these legal provisions, the undersigned hereby expressly waives all irregularities and defects, jurisdictional or otherwise, in the proceedings to cause the local improvement for which the final assessment is levied and in the calculation of the actual cost of the local improvement and the assessment of that cost against the properties described in this contract. The undersigned has read and agrees to abide by the attached "Installment Payment Contract Terms and Provisions."

Note: All recorded owners must sign. If contract purchaser, please attach contract of sale.

DONAHUE SCHRIBER REALTY GROUP LP:

Signed: _____
Signed: Mark L. Whitfield
Mark L. Whitfield
Executive Vice President

Date: _____
Date: 2/25/08

INSTALLMENT PAYMENT CONTRACT TERMS AND PROVISIONS

Payment Schedule. The City uses the following calculations when preparing installment bills: Installment payments are billed every six months. The first installment payment date will be August 21, 2008. Each installment is an equal payment sufficient to amortize the special assessment, with interest, over 42 payments, plus any costs or penalties imposed under this "Installment Payment Contract Terms and Provisions".

Interest Rates. The City finances this installment loan by selling improvement bonds. Your interest will be 0.5% (one half of one percent) above the true interest cost, as determined by the City's financial advisor, of those bonds. The true interest cost of the bonds is currently not available.

If the City determines not to issue bonds, your interest will be determined by the City Recorder.

Billing and Payment. The City bills you directly for your installment assessment payments. Your installments are not a part of your property tax bill. Payments are due in our office on or before the payment due date. Include your tax account number on your check and make the check payable to the City of Keizer. You may shorten the payment period by paying more than the required amount. All or any portion of the unpaid balance may be prepaid at any time, without prepayment penalty. Prepayments will be applied first to any unpaid penalties and costs that are then due, then to the interest, and then to the unpaid principal balance. However, excess payments or prepayments shall be credited in inverse order of maturity and shall not be credited as regular future payments, nor excuse you from making the regular semi-annual installment payments.

Penalties for Non-Payment. The City charges a penalty equal to 0.50% (.0050) of the balance owing on your assessment contract whenever any installment payment is more than 15 days past due. Beyond 30 days past due, the City may declare this contract in default. The City may also require payment of the entire amount of delinquent installments, plus interest, penalties, and costs, including but not limited to attorney fees.

This loan is secured by a lien on the benefited property. The City lien may be assumed when the property is transferred -- banks and financial institutions generally require full payment of this loan before closing a private mortgage or refinancing transaction.

The City may enforce its property lien by foreclosing and selling the property to collect the outstanding loan balance and all related costs, including costs of enforcing the lien.

Debt Reserve. Pursuant to the formation documents of this Local Improvement District, there will be established a bond debt service reserve in the amount of \$2,681,000.00 (the "Reserve Requirement"). The debt reserve and earnings on the debt reserve will be used as set forth below:

1. While bonds are outstanding amounts in the bond debt service reserve will be used only to pay debt service on the bonds, and only if assessment payments available to the city are not sufficient to make those payments.
2. Interest earnings on amounts in the bond debt service reserve will be credited to the bond debt service reserve whenever the balance in the bond debt service reserve is less than the Reserve Requirement. At other times earnings on the bond debt service reserve will be applied by the City to pay debt service on the bonds.
3. The City will apply the amount in the bond debt service reserve to make the final payment[s] due on the bonds. However, if the City has incurred costs in connection with the collection of the assessments for the local improvement district that have not been paid from assessment payments, the City may apply amounts in the bond debt service reserve to pay those costs before the city applies the remaining balance in the bond debt service reserve to make the final payment[s] on the bonds.
4. If you have a balance owing at the time of full payment and retirement of the bonds, then you may receive a credit applied to your final payment(s) as set forth below.
5. The credit will consist of the **LESSER OF** the following:

- a. Your actual assessment amounts still owing under this Agreement, including costs as imposed in this Agreement, on the date the City's bonds are paid in full; OR
 - b. The prorata share of the debt reserve that is available and used to pay City bonds, plus the prorata earnings on the debt reserve that were actually received and used to retire bonds. The prorata share for your property will be determined by dividing your special assessment by the sum of all special assessments that were imposed for this local improvement district.
- 6. Under no circumstances will the City issue a cash refund for debt reserve or debt reserve earnings.
 - 7. No credit will be given if you have one or more delinquent payments during the term of the repayment period. In such case, any prorata share of the debt reserve and debt reserve earnings shall be forfeited to the City.

Time of the Essence. Time is of the essence for each and every provision of this Agreement.

Change of Address. You are responsible for notifying the City of Keizer of any change of ownership or billing address.

NAME: DONAHUE SCHRIber REALTY GROUP LP
C/O DAVID MOSSMAN
200 EAST BAKER ST #100
COSTA MESA, CA 92626

DATE: February 1, 2008

TAX LOT NUMBER: 063W36A 03400

ASSESSMENT STATEMENT

Project: KEIZER STATION AREA A LOCAL IMPROVEMENT DISTRICT

The City Council has assessed properties for the Keizer Station Area A Local Improvement District as described in an assessment ordinance enacted at the January 22, 2008 City Council meeting. The City has assessed your property as follows:

Amount assessed: \$388,763.34
Payment Due Date: February 21, 2008
Tax Lot Number: 063W36A 03400
Legal Description: Keizer Station Village Center No. 2, Lot 13, Marion County, Oregon
Property Address: 0 Jorie Ln NE, Keizer, Oregon

Please return your payment with the bottom portion of this statement or complete and return the attached installment contract by February 21, 2008. See the following pages for additional payment information.

Return this portion with your payment

ASSESSMENT PAYMENT COUPON

PROJECT: KEIZER STATION AREA A LOCAL IMPROVEMENT DISTRICT

NAME: DONAHUE SCHRIber REALTY GROUP LP
C/O DAVID MOSSMAN
200 EAST BAKER ST #100
COSTA MESA, CA 92626

TAX LOT NUMBER: 063W36A 03400

Amount Due: \$388,763.34
Payment Due Date: February 21, 2008
Amount Paid: _____

MAKE CHECKS PAYABLE TO: City of Keizer

Mail Payments to: City of Keizer
City Recorder
PO Box 21000
Keizer, OR 97307

Or

Deliver Payments to: City of Keizer
City Recorder's Office
930 Chemawa Road Northeast
Keizer, Oregon

ASSESSMENT PAYMENT OPTION

Please take a few minutes to study your assessment bill and the following payment option. This special assessment is not part of your property taxes and will not be included in your county property tax billing. The City must receive your cash payment or signed installment payment contract before February 21, 2008.

CASH PAYMENTS

You may pay all or part of the special assessment in cash by February 21st. If you do not pay your entire special assessment in cash by that date you must sign and file an installment payment contract with the city for the unpaid amount by February 21st. The interest-free period ends on the payment due date. Include your tax lot number on your check and mail or deliver to:

Mail Payments to: City of Keizer
City Recorder
PO Box 21000
Keizer, OR 97307

Or

Deliver Payments to: City of Keizer
City Recorder's Office
930 Chemawa Road Northeast
Keizer, Oregon

INSTALLMENT PAYMENT CONTRACT

You may pay all or part of your special assessment in 42 semi-annual installments of principal and interest. The City will sell improvement bonds to finance your contract and charge you interest based on the true interest cost, as determined by the City's financial advisor, of the bonds. Your interest will be 0.5% above that true interest cost. The true interest cost of the bond sale is currently not known. The bond sale is expected to occur by June 2008. The City will notify you of that interest rate when it sends your first invoice.

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FORECLOSURE

You must return a cash payment or signed installment payment contract in a total amount equal to your special assessment by February 21, 2008 or the City may commence a foreclosure action on your property.

**CITY OF KEIZER, OREGON
INSTALLMENT PAYMENT CONTRACT**

The undersigned agree to pay the assessment in 42 semi-annual installment payments of principal and interest and any penalties or other costs as set forth in the Terms and Conditions of this contract. Further, the undersigned understands that the amount owing shall be a lien against the benefited property and the lien shall be recorded in the Docket of City Liens.

NAME: DONAHUE SCHRIBER REALTY GROUP LP DATE: February 1, 2008
C/O DAVID MOSSMAN CONTRACT DUE DATE: February 21, 2008
200 EAST BAKER ST #100 TAX LOT NUMBER: 063W36A 03400
COSTA MESA, CA 92626

I hereby agree to pay in installments the following special assessment:

Special Assessment	\$388,763.34
--------------------	--------------

This loan is a lien on the property described below:

Description:	063W36A 03400
Address:	0 Jorie Ln NE, Keizer, Oregon

I elect to pay the loan amount in 42 semi-annual installments of principal and interest and any penalties or other costs. The first installment payment will be due on August 21, 2008.

This contract is submitted in accordance with provisions of ORS 223.205-295, and Keizer Ordinance 84-028, and Keizer Ordinance 2008-567. In consideration of and pursuant to these legal provisions, the undersigned hereby expressly waives all irregularities and defects, jurisdictional or otherwise, in the proceedings to cause the local improvement for which the final assessment is levied and in the calculation of the actual cost of the local improvement and the assessment of that cost against the properties described in this contract. The undersigned has read and agrees to abide by the attached "Installment Payment Contract Terms and Provisions."

Note: All recorded owners must sign. If contract purchaser, please attach contract of sale.

DONAHUE SCHRIBER REALTY GROUP LP:

Signed: _____
Signed: Mark L. Whitfield
Mark L. Whitfield
Executive Vice President

Date: _____
Date: 2/25/08

INSTALLMENT PAYMENT CONTRACT TERMS AND PROVISIONS

Payment Schedule. The City uses the following calculations when preparing installment bills: Installment payments are billed every six months. The first installment payment date will be August 21, 2008. Each installment is an equal payment sufficient to amortize the special assessment, with interest, over 42 payments, plus any costs or penalties imposed under this "Installment Payment Contract Terms and Provisions".

Interest Rates. The City finances this installment loan by selling improvement bonds. Your interest will be 0.5% (one half of one percent) above the true interest cost, as determined by the City's financial advisor, of those bonds. The true interest cost of the bonds is currently not available.

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Billing and Payment. The City bills you directly for your installment assessment payments. Your installments are not a part of your property tax bill. Payments are due in our office on or before the payment due date. Include your tax account number on your check and make the check payable to the City of Keizer. You may shorten the payment period by paying more than the required amount. All or any portion of the unpaid balance may be prepaid at any time, without prepayment penalty. Prepayments will be applied first to any unpaid penalties and costs that are then due, then to the interest, and then to the unpaid principal balance. However, excess payments or prepayments shall be credited in inverse order of maturity and shall not be credited as regular future payments, nor excuse you from making the regular semi-annual installment payments.

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Debt Reserve. Pursuant to the formation documents of this Local Improvement District, there will be established a bond debt service reserve in the amount of \$2,681,000.00 (the "Reserve Requirement"). The debt reserve and earnings on the debt reserve will be used as set forth below:

1. While bonds are outstanding amounts in the bond debt service reserve will be used only to pay debt service on the bonds, and only if assessment payments available to the city are not sufficient to make those payments.
2. Interest earnings on amounts in the bond debt service reserve will be credited to the bond debt service reserve whenever the balance in the bond debt service reserve is less than the Reserve Requirement. At other times earnings on the bond debt service reserve will be applied by the City to pay debt service on the bonds.
3. The City will apply the amount in the bond debt service reserve to make the final payment[s] due on the bonds. However, if the City has incurred costs in connection with the collection of the assessments for the local improvement district that have not been paid from assessment payments, the City may apply amounts in the bond debt service reserve to pay those costs before the city applies the remaining balance in the bond debt service reserve to make the final payment[s] on the bonds.
4. If you have a balance owing at the time of full payment and retirement of the bonds, then you may receive a credit applied to your final payment(s) as set forth below.
5. The credit will consist of the **LESSER OF** the following:

- a. Your actual assessment amounts still owing under this Agreement, including costs as imposed in this Agreement, on the date the City's bonds are paid in full; OR
 - b. The prorata share of the debt reserve that is available and used to pay City bonds, plus the prorata earnings on the debt reserve that were actually received and used to retire bonds. The prorata share for your property will be determined by dividing your special assessment by the sum of all special assessments that were imposed for this local improvement district.
6. Under no circumstances will the City issue a cash refund for debt reserve or debt reserve earnings.
7. No credit will be given if you have one or more delinquent payments during the term of the repayment period. In such case, any prorata share of the debt reserve and debt reserve earnings shall be forfeited to the City.

Time of the Essence. Time is of the essence for each and every provision of this Agreement.

Change of Address. You are responsible for notifying the City of Keizer of any change of ownership or billing address.

NAME: DONAHUE SCHRIBER REALTY GROUP LP
C/O DAVID MOSSMAN
200 EAST BAKER ST #100
COSTA MESA, CA 92626

DATE: February 1, 2008

TAX LOT NUMBER: 063W36A 03500

ASSESSMENT STATEMENT

Project: KEIZER STATION AREA A LOCAL IMPROVEMENT DISTRICT

The City Council has assessed properties for the Keizer Station Area A Local Improvement District as described in an assessment ordinance enacted at the January 22, 2008 City Council meeting. The City has assessed your property as follows:

Amount assessed: \$656,496.58
Payment Due Date: February 21, 2008
Tax Lot Number: 063W36A 03500
Legal Description: Keizer Station Village Center No. 2, Lot 14, Marion County, Oregon
Property Address: 0 Jorie Ln NE, Keizer, Oregon

Please return your payment with the bottom portion of this statement or complete and return the attached installment contract by February 21, 2008. See the following pages for additional payment information.

Return this portion with your payment

ASSESSMENT PAYMENT COUPON

PROJECT: KEIZER STATION AREA A LOCAL IMPROVEMENT DISTRICT

NAME: DONAHUE SCHRIBER REALTY GROUP LP
C/O DAVID MOSSMAN
200 EAST BAKER ST #100
COSTA MESA, CA 92626

TAX LOT NUMBER: 063W36A 03500

Amount Due: \$656,496.58
Payment Due Date: February 21, 2008
Amount Paid: _____

MAKE CHECKS PAYABLE TO: City of Keizer

Mail Payments to: City of Keizer
City Recorder
PO Box 21000
Keizer, OR 97307

Or

Deliver Payments to: City of Keizer
City Recorder's Office
930 Chemawa Road Northeast
Keizer, Oregon

ASSESSMENT PAYMENT OPTION

Please take a few minutes to study your assessment bill and the following payment option. This special assessment is not part of your property taxes and will not be included in your county property tax billing. The City must receive your cash payment or signed installment payment contract before February 21, 2008.

CASH PAYMENTS

You may pay all or part of the special assessment in cash by February 21st. If you do not pay your entire special assessment in cash by that date you must sign and file an installment payment contract with the city for the unpaid amount by February 21st. The interest-free period ends on the payment due date. Include your tax lot number on your check and mail or deliver to:

Mail Payments to:

City of Keizer
City Recorder
PO Box 21000
Keizer, OR 97307

Or

Deliver Payments to:

City of Keizer
City Recorder's Office
930 Chemawa Road Northeast
Keizer, Oregon

INSTALLMENT PAYMENT CONTRACT

You may pay all or part of your special assessment in 42 semi-annual installments of principal and interest. The City will sell improvement bonds to finance your contract and charge you interest based on the true interest cost, as determined by the City's financial advisor, of the bonds. Your interest will be 0.5% above that true interest cost. The true interest cost of the bond sale is currently not known. The bond sale is expected to occur by June 2008. The City will notify you of that interest rate when it sends your first invoice.

If the City has not issued bonds by your first payment date, your interest rate will be determined by the City Recorder until bonds are sold.

Please read carefully the attached installment payment contract. It must be signed by all owners of record. If you are buying your property on contract, please include a copy of your recorded contract.

FORECLOSURE

You must return a cash payment or signed installment payment contract in a total amount equal to your special assessment by February 21, 2008 or the City may commence a foreclosure action on your property.

**CITY OF KEIZER, OREGON
INSTALLMENT PAYMENT CONTRACT**

The undersigned agree to pay the assessment in 42 semi-annual installment payments of principal and interest and any penalties or other costs as set forth in the Terms and Conditions of this contract. Further, the undersigned understands that the amount owing shall be a lien against the benefited property and the lien shall be recorded in the Docket of City Liens.

NAME: DONAHUE SCHRIBER REALTY GROUP LP DATE: February 1, 2008
C/O DAVID MOSSMAN CONTRACT DUE DATE: February 21, 2008
200 EAST BAKER ST #100 TAX LOT NUMBER: 063W36A 03500
COSTA MESA, CA 92626

I hereby agree to pay in installments the following special assessment:

Special Assessment	\$656,496.58
--------------------	--------------

This loan is a lien on the property described below:

Description:	063W36A 03500
Address:	0 Jorie Ln NE, Keizer, Oregon

I elect to pay the loan amount in 42 semi-annual installments of principal and interest and any penalties or other costs. The first installment payment will be due on August 21, 2008.

This contract is submitted in accordance with provisions of ORS 223.205-295, and Keizer Ordinance 84-028, and Keizer Ordinance 2008-567. In consideration of and pursuant to these legal provisions, the undersigned hereby expressly waives all irregularities and defects, jurisdictional or otherwise, in the proceedings to cause the local improvement for which the final assessment is levied and in the calculation of the actual cost of the local improvement and the assessment of that cost against the properties described in this contract. The undersigned has read and agrees to abide by the attached "Installment Payment Contract Terms and Provisions."

Note: All recorded owners must sign. If contract purchaser, please attach contract of sale.

DONAHUE SCHRIBER REALTY GROUP LP:

Signed: _____
Signed: Mark L. Whitfield
Mark L. Whitfield
Executive Vice President

Date: _____
Date: 2/25/08

INSTALLMENT PAYMENT CONTRACT TERMS AND PROVISIONS

Payment Schedule. The City uses the following calculations when preparing installment bills: Installment payments are billed every six months. The first installment payment date will be August 21, 2008. Each installment is an equal payment sufficient to amortize the special assessment, with interest, over 42 payments, plus any costs or penalties imposed under this "Installment Payment Contract Terms and Provisions".

Interest Rates. The City finances this installment loan by selling improvement bonds. Your interest will be 0.5% (one half of one percent) above the true interest cost, as determined by the City's financial advisor, of those bonds. The true interest cost of the bonds is currently not available.

If the City determines not to issue bonds, your interest will be determined by the City Recorder.

Billing and Payment. The City bills you directly for your installment assessment payments. Your installments are not a part of your property tax bill. Payments are due in our office on or before the payment due date. Include your tax account number on your check and make the check payable to the City of Keizer. You may shorten the payment period by paying more than the required amount. All or any portion of the unpaid balance may be prepaid at any time, without prepayment penalty. Prepayments will be applied first to any unpaid penalties and costs that are then due, then to the interest, and then to the unpaid principal balance. However, excess payments or prepayments shall be credited in inverse order of maturity and shall not be credited as regular future payments, nor excuse you from making the regular semi-annual installment payments.

Penalties for Non-Payment. The City charges a penalty equal to 0.50% (.0050) of the balance owing on your assessment contract whenever any installment payment is more than 15 days past due. Beyond 30 days past due, the City may declare this contract in default. The City may also require payment of the entire amount of delinquent installments, plus interest, penalties, and costs, including but not limited to attorney fees.

This loan is secured by a lien on the benefited property. The City lien may be assumed when the property is transferred -- banks and financial institutions generally require full payment of this loan before closing a private mortgage or refinancing transaction.

The City may enforce its property lien by foreclosing and selling the property to collect the outstanding loan balance and all related costs, including costs of enforcing the lien.

Debt Reserve. Pursuant to the formation documents of this Local Improvement District, there will be established a bond debt service reserve in the amount of \$2,681,000.00 (the "Reserve Requirement"). The debt reserve and earnings on the debt reserve will be used as set forth below:

1. While bonds are outstanding amounts in the bond debt service reserve will be used only to pay debt service on the bonds, and only if assessment payments available to the city are not sufficient to make those payments.
2. Interest earnings on amounts in the bond debt service reserve will be credited to the bond debt service reserve whenever the balance in the bond debt service reserve is less than the Reserve Requirement. At other times earnings on the bond debt service reserve will be applied by the City to pay debt service on the bonds.
3. The City will apply the amount in the bond debt service reserve to make the final payment[s] due on the bonds. However, if the City has incurred costs in connection with the collection of the assessments for the local improvement district that have not been paid from assessment payments, the City may apply amounts in the bond debt service reserve to pay those costs before the city applies the remaining balance in the bond debt service reserve to make the final payment[s] on the bonds.
4. If you have a balance owing at the time of full payment and retirement of the bonds, then you may receive a credit applied to your final payment(s) as set forth below.
5. The credit will consist of the **LESSER OF** the following:

- a. Your actual assessment amounts still owing under this Agreement, including costs as imposed in this Agreement, on the date the City's bonds are paid in full; OR
 - b. The prorata share of the debt reserve that is available and used to pay City bonds, plus the prorata earnings on the debt reserve that were actually received and used to retire bonds. The prorata share for your property will be determined by dividing your special assessment by the sum of all special assessments that were imposed for this local improvement district.
6. Under no circumstances will the City issue a cash refund for debt reserve or debt reserve earnings.
7. No credit will be given if you have one or more delinquent payments during the term of the repayment period. In such case, any prorata share of the debt reserve and debt reserve earnings shall be forfeited to the City.

Time of the Essence. Time is of the essence for each and every provision of this Agreement.

Change of Address. You are responsible for notifying the City of Keizer of any change of ownership or billing address.

NAME: DONAHUE SCHRIBER REALTY GROUP LP
C/O DAVID MOSSMAN
200 EAST BAKER ST #100
COSTA MESA, CA 92626

DATE: February 1, 2008

TAX LOT NUMBER: 063W36A 03800

ASSESSMENT STATEMENT

Project: KEIZER STATION AREA A LOCAL IMPROVEMENT DISTRICT

The City Council has assessed properties for the Keizer Station Area A Local Improvement District as described in an assessment ordinance enacted at the January 22, 2008 City Council meeting. The City has assessed your property as follows:

Amount assessed: \$2,193,212.04
Payment Due Date: February 21, 2008
Tax Lot Number: 063W36A 03800
Legal Description: Keizer Station Village Center No. 2, Lot 17, Marion County, Oregon
Property Address: 0 Ulali Dr NE, Keizer, Oregon

Please return your payment with the bottom portion of this statement or complete and return the attached installment contract by February 21, 2008. See the following pages for additional payment information.

Return this portion with your payment

ASSESSMENT PAYMENT COUPON

PROJECT: KEIZER STATION AREA A LOCAL IMPROVEMENT DISTRICT

NAME: DONAHUE SCHRIBER REALTY GROUP LP
C/O DAVID MOSSMAN
200 EAST BAKER ST #100
COSTA MESA, CA 92626

TAX LOT NUMBER: 063W36A 03800

Amount Due: \$2,193,212.04
Payment Due Date: February 21, 2008
Amount Paid: _____

MAKE CHECKS PAYABLE TO: City of Keizer

Mail Payments to: City of Keizer
City Recorder
PO Box 21000
Keizer, OR 97307

Or

Deliver Payments to: City of Keizer
City Recorder's Office
930 Chemawa Road Northeast
Keizer, Oregon

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Or

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INSTALLMENT PAYMENT CONTRACT

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Please read carefully the attached installment payment contract. It must be signed by all owners of record. If you are buying your property on contract, please include a copy of your recorded contract.

FORECLOSURE

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**CITY OF KEIZER, OREGON
INSTALLMENT PAYMENT CONTRACT**

The undersigned agree to pay the assessment in 42 semi-annual installment payments of principal and interest and any penalties or other costs as set forth in the Terms and Conditions of this contract. Further, the undersigned understands that the amount owing shall be a lien against the benefited property and the lien shall be recorded in the Docket of City Liens.

NAME: DONAHUE SCHRIBER REALTY GROUP LP DATE: February 1, 2008
C/O DAVID MOSSMAN CONTRACT DUE DATE: February 21, 2008
200 EAST BAKER ST #100 TAX LOT NUMBER: 063W36A 03800
COSTA MESA, CA 92626

I hereby agree to pay in installments the following special assessment:

Special Assessment	\$2,193,212.04
--------------------	----------------

This loan is a lien on the property described below:

Description:	063W36A 03800
Address:	0 Ulali Dr NE, Keizer, Oregon

I elect to pay the loan amount in 42 semi-annual installments of principal and interest and any penalties or other costs. The first installment payment will be due on August 21, 2008.

This contract is submitted in accordance with provisions of ORS 223.205-295, and Keizer Ordinance 84-028, and Keizer Ordinance 2008-567. In consideration of and pursuant to these legal provisions, the undersigned hereby expressly waives all irregularities and defects, jurisdictional or otherwise, in the proceedings to cause the local improvement for which the final assessment is levied and in the calculation of the actual cost of the local improvement and the assessment of that cost against the properties described in this contract. The undersigned has read and agrees to abide by the attached "Installment Payment Contract Terms and Provisions."

Note: All recorded owners must sign. If contract purchaser, please attach contract of sale.

DONAHUE SCHRIBER REALTY GROUP LP:

Signed: _____
Signed: Mark L. Whitfield
Mark L. Whitfield
Executive Vice President

Date: _____
Date: 2/25/08

INSTALLMENT PAYMENT CONTRACT TERMS AND PROVISIONS

Payment Schedule. The City uses the following calculations when preparing installment bills: Installment payments are billed every six months. The first installment payment date will be August 21, 2008. Each installment is an equal payment sufficient to amortize the special assessment, with interest, over 42 payments, plus any costs or penalties imposed under this "Installment Payment Contract Terms and Provisions".

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Billing and Payment. The City bills you directly for your installment assessment payments. Your installments are not a part of your property tax bill. Payments are due in our office on or before the payment due date. Include your tax account number on your check and make the check payable to the City of Keizer. You may shorten the payment period by paying more than the required amount. All or any portion of the unpaid balance may be prepaid at any time, without prepayment penalty. Prepayments will be applied first to any unpaid penalties and costs that are then due, then to the interest, and then to the unpaid principal balance. However, excess payments or prepayments shall be credited in inverse order of maturity and shall not be credited as regular future payments, nor excuse you from making the regular semi-annual installment payments.

Penalties for Non-Payment. The City charges a penalty equal to 0.50% (.0050) of the balance owing on your assessment contract whenever any installment payment is more than 15 days past due. Beyond 30 days past due, the City may declare this contract in default. The City may also require payment of the entire amount of delinquent installments, plus interest, penalties, and costs, including but not limited to attorney fees.

This loan is secured by a lien on the benefited property. The City lien may be assumed when the property is transferred -- banks and financial institutions generally require full payment of this loan before closing a private mortgage or refinancing transaction.

The City may enforce its property lien by foreclosing and selling the property to collect the outstanding loan balance and all related costs, including costs of enforcing the lien.

Debt Reserve. Pursuant to the formation documents of this Local Improvement District, there will be established a bond debt service reserve in the amount of \$2,681,000.00 (the "Reserve Requirement"). The debt reserve and earnings on the debt reserve will be used as set forth below:

1. While bonds are outstanding amounts in the bond debt service reserve will be used only to pay debt service on the bonds, and only if assessment payments available to the city are not sufficient to make those payments.
2. Interest earnings on amounts in the bond debt service reserve will be credited to the bond debt service reserve whenever the balance in the bond debt service reserve is less than the Reserve Requirement. At other times earnings on the bond debt service reserve will be applied by the City to pay debt service on the bonds.
3. The City will apply the amount in the bond debt service reserve to make the final payment[s] due on the bonds. However, if the City has incurred costs in connection with the collection of the assessments for the local improvement district that have not been paid from assessment payments, the City may apply amounts in the bond debt service reserve to pay those costs before the city applies the remaining balance in the bond debt service reserve to make the final payment[s] on the bonds.
4. If you have a balance owing at the time of full payment and retirement of the bonds, then you may receive a credit applied to your final payment(s) as set forth below.
5. The credit will consist of the **LESSER OF** the following:

- a. Your actual assessment amounts still owing under this Agreement, including costs as imposed in this Agreement, on the date the City's bonds are paid in full; OR
 - b. The prorata share of the debt reserve that is available and used to pay City bonds, plus the prorata earnings on the debt reserve that were actually received and used to retire bonds. The prorata share for your property will be determined by dividing your special assessment by the sum of all special assessments that were imposed for this local improvement district.
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Time of the Essence. Time is of the essence for each and every provision of this Agreement.

Change of Address. You are responsible for notifying the City of Keizer of any change of ownership or billing address.

NAME: DONAHUE SCHRIber REALTY GROUP LP
C/O DAVID MOSSMAN
200 EAST BAKER ST #100
COSTA MESA, CA 92626

DATE: February 1, 2008

TAX LOT NUMBER: 063W36A 03900

ASSESSMENT STATEMENT

Project: KEIZER STATION AREA A LOCAL IMPROVEMENT DISTRICT

The City Council has assessed properties for the Keizer Station Area A Local Improvement District as described in an assessment ordinance enacted at the January 22, 2008 City Council meeting. The City has assessed your property as follows:

Amount assessed: \$403,433.65
Payment Due Date: February 21, 2008
Tax Lot Number: 063W36A 03900
Legal Description: Keizer Station Village Center No. 2, Lot 18, Marion County, Oregon
Property Address: 0 Keizer Station Bv NE, Keizer, Oregon

Please return your payment with the bottom portion of this statement or complete and return the attached installment contract by February 21, 2008. See the following pages for additional payment information.

Return this portion with your payment

ASSESSMENT PAYMENT COUPON

PROJECT: KEIZER STATION AREA A LOCAL IMPROVEMENT DISTRICT

NAME: DONAHUE SCHRIber REALTY GROUP LP
C/O DAVID MOSSMAN
200 EAST BAKER ST #100
COSTA MESA, CA 92626

TAX LOT NUMBER: 063W36A 03900

Amount Due: \$403,433.65
Payment Due Date: February 21, 2008
Amount Paid: _____

MAKE CHECKS PAYABLE TO: City of Keizer

Mail Payments to: City of Keizer
City Recorder
PO Box 21000
Keizer, OR 97307

Or

Deliver Payments to: City of Keizer
City Recorder's Office
930 Chemawa Road Northeast
Keizer, Oregon

ASSESSMENT PAYMENT OPTION

Please take a few minutes to study your assessment bill and the following payment option. This special assessment is not part of your property taxes and will not be included in your county property tax billing. The City must receive your cash payment or signed installment payment contract before February 21, 2008.

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City Recorder
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Keizer, OR 97307

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City Recorder's Office
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INSTALLMENT PAYMENT CONTRACT

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FORECLOSURE

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**CITY OF KEIZER, OREGON
INSTALLMENT PAYMENT CONTRACT**

The undersigned agree to pay the assessment in 42 semi-annual installment payments of principal and interest and any penalties or other costs as set forth in the Terms and Conditions of this contract. Further, the undersigned understands that the amount owing shall be a lien against the benefited property and the lien shall be recorded in the Docket of City Liens.

NAME: DONAHUE SCHRIBER REALTY GROUP LP DATE: February 1, 2008
C/O DAVID MOSSMAN CONTRACT DUE DATE: February 21, 2008
200 EAST BAKER ST #100 TAX LOT NUMBER: 063W36A 03900
COSTA MESA, CA 92626

I hereby agree to pay in installments the following special assessment:

Special Assessment	\$403,433.65
--------------------	--------------

This loan is a lien on the property described below:

Description:	063W36A 03900
Address:	0 Keizer Station Bv NE, Keizer, Oregon

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Note: All recorded owners must sign. If contract purchaser, please attach contract of sale.

DONAHUE SCHRIBER REALTY GROUP LP:

Signed: _____

Signed: Mark L. Whitfield

**Mark L. Whitfield
Executive Vice President**

Date: _____

Date: 2/25/08

INSTALLMENT PAYMENT CONTRACT TERMS AND PROVISIONS

Payment Schedule. The City uses the following calculations when preparing installment bills: Installment payments are billed every six months. The first installment payment date will be August 21, 2008. Each installment is an equal payment sufficient to amortize the special assessment, with interest, over 42 payments, plus any costs or penalties imposed under this "Installment Payment Contract Terms and Provisions".

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2. Interest earnings on amounts in the bond debt service reserve will be credited to the bond debt service reserve whenever the balance in the bond debt service reserve is less than the Reserve Requirement. At other times earnings on the bond debt service reserve will be applied by the City to pay debt service on the bonds.
3. The City will apply the amount in the bond debt service reserve to make the final payment[s] due on the bonds. However, if the City has incurred costs in connection with the collection of the assessments for the local improvement district that have not been paid from assessment payments, the City may apply amounts in the bond debt service reserve to pay those costs before the city applies the remaining balance in the bond debt service reserve to make the final payment[s] on the bonds.
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Change of Address. You are responsible for notifying the City of Keizer of any change of ownership or billing address.

NAME: DONAHUE SCHRIER REALTY GROUP LP
C/O DAVID MOSSMAN
200 EAST BAKER ST #100
COSTA MESA, CA 92626

DATE: February 1, 2008

TAX LOT NUMBER: 063W36A 04100

ASSESSMENT STATEMENT

Project: KEIZER STATION AREA A LOCAL IMPROVEMENT DISTRICT

The City Council has assessed properties for the Keizer Station Area A Local Improvement District as described in an assessment ordinance enacted at the January 22, 2008 City Council meeting. The City has assessed your property as follows:

Amount assessed: \$381,428.18
Payment Due Date: February 21, 2008
Tax Lot Number: 063W36A 04100
Legal Description: Keizer Station Village Center No. 2, Lot 20, Marion County, Oregon
Property Address: 0 Keizer Station Bv NE, Keizer, Oregon

Please return your payment with the bottom portion of this statement or complete and return the attached installment contract by February 21, 2008. See the following pages for additional payment information.

Return this portion with your payment

ASSESSMENT PAYMENT COUPON

PROJECT: KEIZER STATION AREA A LOCAL IMPROVEMENT DISTRICT

NAME: DONAHUE SCHRIER REALTY GROUP LP
C/O DAVID MOSSMAN
200 EAST BAKER ST #100
COSTA MESA, CA 92626

TAX LOT NUMBER: 063W36A 04100

Amount Due: \$381,428.18

Payment Due Date: February 21, 2008

Amount Paid: _____

MAKE CHECKS PAYABLE TO: City of Keizer

Mail Payments to: City of Keizer
City Recorder
PO Box 21000
Keizer, OR 97307

Or

Deliver Payments to: City of Keizer
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NAME: DONAHUE SCHRIBER REALTY GROUP LP DATE: February 1, 2008
C/O DAVID MOSSMAN CONTRACT DUE DATE: February 21, 2008
200 EAST BAKER ST #100 TAX LOT NUMBER: 063W36A 04100
COSTA MESA, CA 92626

I hereby agree to pay in installments the following special assessment:

Special Assessment \$381,428.18

This loan is a lien on the property described below:

Description: 063W36A 04100
Address: 0 Keizer Station Bv NE, Keizer, Oregon

I elect to pay the loan amount in 42 semi-annual installments of principal and interest and any penalties or other costs. The first installment payment will be due on August 21, 2008.

This contract is submitted in accordance with provisions of ORS 223.205-295, and Keizer Ordinance 84-028, and Keizer Ordinance 2008-567. In consideration of and pursuant to these legal provisions, the undersigned hereby expressly waives all irregularities and defects, jurisdictional or otherwise, in the proceedings to cause the local improvement for which the final assessment is levied and in the calculation of the actual cost of the local improvement and the assessment of that cost against the properties described in this contract. The undersigned has read and agrees to abide by the attached "Installment Payment Contract Terms and Provisions."

Note: All recorded owners must sign. If contract purchaser, please attach contract of sale.

DONAHUE SCHRIBER REALTY GROUP LP:

Signed: _____
Signed: Mark L. Whitfield
Mark L. Whitfield
Executive Vice President

Date: _____
Date: 2/25/08

INSTALLMENT PAYMENT CONTRACT TERMS AND PROVISIONS

Payment Schedule. The City uses the following calculations when preparing installment bills: Installment payments are billed every six months. The first installment payment date will be August 21, 2008. Each installment is an equal payment sufficient to amortize the special assessment, with interest, over 42 payments, plus any costs or penalties imposed under this "Installment Payment Contract Terms and Provisions".

Interest Rates. The City finances this installment loan by selling improvement bonds. Your interest will be 0.5% (one half of one percent) above the true interest cost, as determined by the City's financial advisor, of those bonds. The true interest cost of the bonds is currently not available.

If the City determines not to issue bonds, your interest will be determined by the City Recorder.

Billing and Payment. The City bills you directly for your installment assessment payments. Your installments are not a part of your property tax bill. Payments are due in our office on or before the payment due date. Include your tax account number on your check and make the check payable to the City of Keizer. You may shorten the payment period by paying more than the required amount. All or any portion of the unpaid balance may be prepaid at any time, without prepayment penalty. Prepayments will be applied first to any unpaid penalties and costs that are then due, then to the interest, and then to the unpaid principal balance. However, excess payments or prepayments shall be credited in inverse order of maturity and shall not be credited as regular future payments, nor excuse you from making the regular semi-annual installment payments.

Penalties for Non-Payment. The City charges a penalty equal to 0.50% (.0050) of the balance owing on your assessment contract whenever any installment payment is more than 15 days past due. Beyond 30 days past due, the City may declare this contract in default. The City may also require payment of the entire amount of delinquent installments, plus interest, penalties, and costs, including but not limited to attorney fees.

This loan is secured by a lien on the benefited property. The City lien may be assumed when the property is transferred -- banks and financial institutions generally require full payment of this loan before closing a private mortgage or refinancing transaction.

The City may enforce its property lien by foreclosing and selling the property to collect the outstanding loan balance and all related costs, including costs of enforcing the lien.

Debt Reserve. Pursuant to the formation documents of this Local Improvement District, there will be established a bond debt service reserve in the amount of \$2,681,000.00 (the "Reserve Requirement"). The debt reserve and earnings on the debt reserve will be used as set forth below:

1. While bonds are outstanding amounts in the bond debt service reserve will be used only to pay debt service on the bonds, and only if assessment payments available to the city are not sufficient to make those payments.
2. Interest earnings on amounts in the bond debt service reserve will be credited to the bond debt service reserve whenever the balance in the bond debt service reserve is less than the Reserve Requirement. At other times earnings on the bond debt service reserve will be applied by the City to pay debt service on the bonds.
3. The City will apply the amount in the bond debt service reserve to make the final payment[s] due on the bonds. However, if the City has incurred costs in connection with the collection of the assessments for the local improvement district that have not been paid from assessment payments, the City may apply amounts in the bond debt service reserve to pay those costs before the city applies the remaining balance in the bond debt service reserve to make the final payment[s] on the bonds.
4. If you have a balance owing at the time of full payment and retirement of the bonds, then you may receive a credit applied to your final payment(s) as set forth below.
5. The credit will consist of the **LESSER OF** the following:

- a. Your actual assessment amounts still owing under this Agreement, including costs as imposed in this Agreement, on the date the City's bonds are paid in full; OR
 - b. The prorata share of the debt reserve that is available and used to pay City bonds, plus the prorata earnings on the debt reserve that were actually received and used to retire bonds. The prorata share for your property will be determined by dividing your special assessment by the sum of all special assessments that were imposed for this local improvement district.
6. Under no circumstances will the City issue a cash refund for debt reserve or debt reserve earnings.
7. No credit will be given if you have one or more delinquent payments during the term of the repayment period. In such case, any prorata share of the debt reserve and debt reserve earnings shall be forfeited to the City.

Time of the Essence. Time is of the essence for each and every provision of this Agreement.

Change of Address. You are responsible for notifying the City of Keizer of any change of ownership or billing address.

NAME: DONAHUE SCHRIber REALTY GROUP LP
C/O DAVID MOSSMAN
200 EAST BAKER ST #100
COSTA MESA, CA 92626

DATE: February 1, 2008

TAX LOT NUMBER: 063W36A 04300

ASSESSMENT STATEMENT

Project: KEIZER STATION AREA A LOCAL IMPROVEMENT DISTRICT

The City Council has assessed properties for the Keizer Station Area A Local Improvement District as described in an assessment ordinance enacted at the January 22, 2008 City Council meeting. The City has assessed your property as follows:

Amount assessed: \$619,820.79
Payment Due Date: February 21, 2008
Tax Lot Number: 063W36A 04300
Legal Description: Keizer Station Village Center No. 2, Lot 22, Marion County, Oregon
Property Address: 0 Keizer Station Bv NE, Keizer, Oregon

Please return your payment with the bottom portion of this statement or complete and return the attached installment contract by February 21, 2008. See the following pages for additional payment information.

Return this portion with your payment

ASSESSMENT PAYMENT COUPON

PROJECT: KEIZER STATION AREA A LOCAL IMPROVEMENT DISTRICT

NAME: DONAHUE SCHRIber REALTY GROUP LP
C/O DAVID MOSSMAN
200 EAST BAKER ST #100
COSTA MESA, CA 92626

TAX LOT NUMBER: 063W36A 04300

Amount Due: \$619,820.79
Payment Due Date: February 21, 2008
Amount Paid: _____

MAKE CHECKS PAYABLE TO: City of Keizer

Mail Payments to: City of Keizer
City Recorder
PO Box 21000
Keizer, OR 97307

Or

Deliver Payments to: City of Keizer
City Recorder's Office
930 Chemawa Road Northeast
Keizer, Oregon

ASSESSMENT PAYMENT OPTION

Please take a few minutes to study your assessment bill and the following payment option. This special assessment is not part of your property taxes and will not be included in your county property tax billing. The City must receive your cash payment or signed installment payment contract before February 21, 2008.

CASH PAYMENTS

You may pay all or part of the special assessment in cash by February 21st. If you do not pay your entire special assessment in cash by that date you must sign and file an installment payment contract with the city for the unpaid amount by February 21st. The interest-free period ends on the payment due date. Include your tax lot number on your check and mail or deliver to:

Mail Payments to:

City of Keizer
City Recorder
PO Box 21000
Keizer, OR 97307

Or

Deliver Payments to:

City of Keizer
City Recorder's Office
930 Chemawa Road Northeast
Keizer, Oregon

INSTALLMENT PAYMENT CONTRACT

You may pay all or part of your special assessment in 42 semi-annual installments of principal and interest. The City will sell improvement bonds to finance your contract and charge you interest based on the true interest cost, as determined by the City's financial advisor, of the bonds. Your interest will be 0.5% above that true interest cost. The true interest cost of the bond sale is currently not known. The bond sale is expected to occur by June 2008. The City will notify you of that interest rate when it sends your first invoice.

If the City has not issued bonds by your first payment date, your interest rate will be determined by the City Recorder until bonds are sold.

Please read carefully the attached installment payment contract. It must be signed by all owners of record. If you are buying your property on contract, please include a copy of your recorded contract.

FORECLOSURE

You must return a cash payment or signed installment payment contract in a total amount equal to your special assessment by February 21, 2008 or the City may commence a foreclosure action on your property.

**CITY OF KEIZER, OREGON
INSTALLMENT PAYMENT CONTRACT**

The undersigned agree to pay the assessment in 42 semi-annual installment payments of principal and interest and any penalties or other costs as set forth in the Terms and Conditions of this contract. Further, the undersigned understands that the amount owing shall be a lien against the benefited property and the lien shall be recorded in the Docket of City Liens.

NAME: DONAHUE SCHRIBER REALTY GROUP LP DATE: February 1, 2008
C/O DAVID MOSSMAN CONTRACT DUE DATE: February 21, 2008
200 EAST BAKER ST #100 TAX LOT NUMBER: 063W36A 04300
COSTA MESA, CA 92626

I hereby agree to pay in installments the following special assessment:

Special Assessment \$619,820.79

This loan is a lien on the property described below:

Description: 063W36A 04300
Address: 0 Keizer Station Bv NE, Keizer, Oregon

I elect to pay the loan amount in 42 semi-annual installments of principal and interest and any penalties or other costs. The first installment payment will be due on August 21, 2008.

This contract is submitted in accordance with provisions of ORS 223.205-295, and Keizer Ordinance 84-028, and Keizer Ordinance 2008-567. In consideration of and pursuant to these legal provisions, the undersigned hereby expressly waives all irregularities and defects, jurisdictional or otherwise, in the proceedings to cause the local improvement for which the final assessment is levied and in the calculation of the actual cost of the local improvement and the assessment of that cost against the properties described in this contract. The undersigned has read and agrees to abide by the attached "Installment Payment Contract Terms and Provisions."

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DONAHUE SCHRIBER REALTY GROUP LP:

Signed: _____
Signed: Mark L. Whitfield

**Mark L. Whitfield
Executive Vice President**

Date: _____
Date: 2/25/08

INSTALLMENT PAYMENT CONTRACT TERMS AND PROVISIONS

Payment Schedule. The City uses the following calculations when preparing installment bills: Installment payments are billed every six months. The first installment payment date will be August 21, 2008. Each installment is an equal payment sufficient to amortize the special assessment, with interest, over 42 payments, plus any costs or penalties imposed under this "Installment Payment Contract Terms and Provisions".

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Penalties for Non-Payment. The City charges a penalty equal to 0.50% (.0050) of the balance owing on your assessment contract whenever any installment payment is more than 15 days past due. Beyond 30 days past due, the City may declare this contract in default. The City may also require payment of the entire amount of delinquent installments, plus interest, penalties, and costs, including but not limited to attorney fees.

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The City may enforce its property lien by foreclosing and selling the property to collect the outstanding loan balance and all related costs, including costs of enforcing the lien.

Debt Reserve. Pursuant to the formation documents of this Local Improvement District, there will be established a bond debt service reserve in the amount of \$2,681,000.00 (the "Reserve Requirement"). The debt reserve and earnings on the debt reserve will be used as set forth below:

1. While bonds are outstanding amounts in the bond debt service reserve will be used only to pay debt service on the bonds, and only if assessment payments available to the city are not sufficient to make those payments.
2. Interest earnings on amounts in the bond debt service reserve will be credited to the bond debt service reserve whenever the balance in the bond debt service reserve is less than the Reserve Requirement. At other times earnings on the bond debt service reserve will be applied by the City to pay debt service on the bonds.
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5. The credit will consist of the **LESSER OF** the following:

- a. Your actual assessment amounts still owing under this Agreement, including costs as imposed in this Agreement, on the date the City's bonds are paid in full; OR
 - b. The prorata share of the debt reserve that is available and used to pay City bonds, plus the prorata earnings on the debt reserve that were actually received and used to retire bonds. The prorata share for your property will be determined by dividing your special assessment by the sum of all special assessments that were imposed for this local improvement district.
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7. No credit will be given if you have one or more delinquent payments during the term of the repayment period. In such case, any prorata share of the debt reserve and debt reserve earnings shall be forfeited to the City.

Time of the Essence. Time is of the essence for each and every provision of this Agreement.

Change of Address. You are responsible for notifying the City of Keizer of any change of ownership or billing address.

NAME: DONAHUE SCHRIBER REALTY GROUP LP
C/O DAVID MOSSMAN
200 EAST BAKER ST #100
COSTA MESA, CA 92626

DATE: February 1, 2008

TAX LOT NUMBER: 063W36A 04400

ASSESSMENT STATEMENT

Project: KEIZER STATION AREA A LOCAL IMPROVEMENT DISTRICT

The City Council has assessed properties for the Keizer Station Area A Local Improvement District as described in an assessment ordinance enacted at the January 22, 2008 City Council meeting. The City has assessed your property as follows:

Amount assessed: \$660,164.16
Payment Due Date: February 21, 2008
Tax Lot Number: 063W36A 04400
Legal Description: Keizer Station Village Center No. 2, Lot 23, Marion County, Oregon
Property Address: 0 Keizer Station Bv NE, Keizer, Oregon

Please return your payment with the bottom portion of this statement or complete and return the attached installment contract by February 21, 2008. See the following pages for additional payment information.

Return this portion with your payment

ASSESSMENT PAYMENT COUPON

PROJECT: KEIZER STATION AREA A LOCAL IMPROVEMENT DISTRICT

NAME: DONAHUE SCHRIBER REALTY GROUP LP
C/O DAVID MOSSMAN
200 EAST BAKER ST #100
COSTA MESA, CA 92626

TAX LOT NUMBER: 063W36A 04400

Amount Due: \$660,164.16

Payment Due Date: February 21, 2008

Amount Paid: _____

MAKE CHECKS PAYABLE TO: City of Keizer

Mail Payments to: City of Keizer
City Recorder
PO Box 21000
Keizer, OR 97307

Or

Deliver Payments to: City of Keizer
City Recorder's Office
930 Chemawa Road Northeast
Keizer, Oregon

ASSESSMENT PAYMENT OPTION

Please take a few minutes to study your assessment bill and the following payment option. This special assessment is not part of your property taxes and will not be included in your county property tax billing. The City must receive your cash payment or signed installment payment contract before February 21, 2008.

CASH PAYMENTS

You may pay all or part of the special assessment in cash by February 21st. If you do not pay your entire special assessment in cash by that date you must sign and file an installment payment contract with the city for the unpaid amount by February 21st. The interest-free period ends on the payment due date. Include your tax lot number on your check and mail or deliver to:

Mail Payments to:

City of Keizer
City Recorder
PO Box 21000
Keizer, OR 97307

Or

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City of Keizer
City Recorder's Office
930 Chemawa Road Northeast
Keizer, Oregon

INSTALLMENT PAYMENT CONTRACT

You may pay all or part of your special assessment in 42 semi-annual installments of principal and interest. The City will sell improvement bonds to finance your contract and charge you interest based on the true interest cost, as determined by the City's financial advisor, of the bonds. Your interest will be 0.5% above that true interest cost. The true interest cost of the bond sale is currently not known. The bond sale is expected to occur by June 2008. The City will notify you of that interest rate when it sends your first invoice.

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Please read carefully the attached installment payment contract. It must be signed by all owners of record. If you are buying your property on contract, please include a copy of your recorded contract.

FORECLOSURE

You must return a cash payment or signed installment payment contract in a total amount equal to your special assessment by February 21, 2008 or the City may commence a foreclosure action on your property.

**CITY OF KEIZER, OREGON
INSTALLMENT PAYMENT CONTRACT**

The undersigned agree to pay the assessment in 42 semi-annual installment payments of principal and interest and any penalties or other costs as set forth in the Terms and Conditions of this contract. Further, the undersigned understands that the amount owing shall be a lien against the benefited property and the lien shall be recorded in the Docket of City Liens.

NAME: DONAHUE SCHRIBER REALTY GROUP LP DATE: February 1, 2008
C/O DAVID MOSSMAN CONTRACT DUE DATE: February 21, 2008
200 EAST BAKER ST #100 TAX LOT NUMBER: 063W36A 04400
COSTA MESA, CA 92626

I hereby agree to pay in installments the following special assessment:

Special Assessment	\$660,164.16
--------------------	--------------

This loan is a lien on the property described below:

Description:	063W36A 04400
Address:	0 Keizer Station Bv NE, Keizer, Oregon

I elect to pay the loan amount in 42 semi-annual installments of principal and interest and any penalties or other costs. The first installment payment will be due on August 21, 2008.

This contract is submitted in accordance with provisions of ORS 223.205-295, and Keizer Ordinance 84-028, and Keizer Ordinance 2008-567. In consideration of and pursuant to these legal provisions, the undersigned hereby expressly waives all irregularities and defects, jurisdictional or otherwise, in the proceedings to cause the local improvement for which the final assessment is levied and in the calculation of the actual cost of the local improvement and the assessment of that cost against the properties described in this contract. The undersigned has read and agrees to abide by the attached "Installment Payment Contract Terms and Provisions."

Note: All recorded owners must sign. If contract purchaser, please attach contract of sale.

DONAHUE SCHRIBER REALTY GROUP LP:

Signed: _____
Signed: Mark L. Whitfield
Mark L. Whitfield
Executive Vice President

Date: _____
Date: 2/25/08

INSTALLMENT PAYMENT CONTRACT TERMS AND PROVISIONS

Payment Schedule. The City uses the following calculations when preparing installment bills: Installment payments are billed every six months. The first installment payment date will be August 21, 2008. Each installment is an equal payment sufficient to amortize the special assessment, with interest, over 42 payments, plus any costs or penalties imposed under this "Installment Payment Contract Terms and Provisions".

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Penalties for Non-Payment. The City charges a penalty equal to 0.50% (.0050) of the balance owing on your assessment contract whenever any installment payment is more than 15 days past due. Beyond 30 days past due, the City may declare this contract in default. The City may also require payment of the entire amount of delinquent installments, plus interest, penalties, and costs, including but not limited to attorney fees.

This loan is secured by a lien on the benefited property. The City lien may be assumed when the property is transferred -- banks and financial institutions generally require full payment of this loan before closing a private mortgage or refinancing transaction.

The City may enforce its property lien by foreclosing and selling the property to collect the outstanding loan balance and all related costs, including costs of enforcing the lien.

Debt Reserve. Pursuant to the formation documents of this Local Improvement District, there will be established a bond debt service reserve in the amount of \$2,681,000.00 (the "Reserve Requirement"). The debt reserve and earnings on the debt reserve will be used as set forth below:

1. While bonds are outstanding amounts in the bond debt service reserve will be used only to pay debt service on the bonds, and only if assessment payments available to the city are not sufficient to make those payments.
2. Interest earnings on amounts in the bond debt service reserve will be credited to the bond debt service reserve whenever the balance in the bond debt service reserve is less than the Reserve Requirement. At other times earnings on the bond debt service reserve will be applied by the City to pay debt service on the bonds.
3. The City will apply the amount in the bond debt service reserve to make the final payment[s] due on the bonds. However, if the City has incurred costs in connection with the collection of the assessments for the local improvement district that have not been paid from assessment payments, the City may apply amounts in the bond debt service reserve to pay those costs before the city applies the remaining balance in the bond debt service reserve to make the final payment[s] on the bonds.
4. If you have a balance owing at the time of full payment and retirement of the bonds, then you may receive a credit applied to your final payment(s) as set forth below.
5. The credit will consist of the **LESSER OF** the following:

- a. Your actual assessment amounts still owing under this Agreement, including costs as imposed in this Agreement, on the date the City's bonds are paid in full; OR
 - b. The prorata share of the debt reserve that is available and used to pay City bonds, plus the prorata earnings on the debt reserve that were actually received and used to retire bonds. The prorata share for your property will be determined by dividing your special assessment by the sum of all special assessments that were imposed for this local improvement district.
6. Under no circumstances will the City issue a cash refund for debt reserve or debt reserve earnings.
7. No credit will be given if you have one or more delinquent payments during the term of the repayment period. In such case, any prorata share of the debt reserve and debt reserve earnings shall be forfeited to the City.

Time of the Essence. Time is of the essence for each and every provision of this Agreement.

Change of Address. You are responsible for notifying the City of Keizer of any change of ownership or billing address.

NAME: DONAHUE SCHRIBER REALTY GROUP LP
C/O DAVID MOSSMAN
200 EAST BAKER ST #100
COSTA MESA, CA 92626

DATE: February 1, 2008

TAX LOT NUMBER: 063W36A 04500

ASSESSMENT STATEMENT

Project: KEIZER STATION AREA A LOCAL IMPROVEMENT DISTRICT

The City Council has assessed properties for the Keizer Station Area A Local Improvement District as described in an assessment ordinance enacted at the January 22, 2008 City Council meeting. The City has assessed your property as follows:

Amount assessed: \$289,738.71
Payment Due Date: February 21, 2008
Tax Lot Number: 063W36A 04500
Legal Description: Keizer Station Village Center No. 2, Lot 24, Marion County, Oregon
Property Address: 0 Keizer Station Bv NE, Keizer, Oregon

Please return your payment with the bottom portion of this statement or complete and return the attached installment contract by February 21, 2008. See the following pages for additional payment information.

Return this portion with your payment

ASSESSMENT PAYMENT COUPON

PROJECT: KEIZER STATION AREA A LOCAL IMPROVEMENT DISTRICT

NAME: DONAHUE SCHRIBER REALTY GROUP LP
C/O DAVID MOSSMAN
200 EAST BAKER ST #100
COSTA MESA, CA 92626

TAX LOT NUMBER: 063W36A 04500

Amount Due: \$289,738.71

Payment Due Date: February 21, 2008

Amount Paid: _____

MAKE CHECKS PAYABLE TO: City of Keizer

Mail Payments to: City of Keizer
City Recorder
PO Box 21000
Keizer, OR 97307

Or

Deliver Payments to: City of Keizer
City Recorder's Office
930 Chemawa Road Northeast
Keizer, Oregon

ASSESSMENT PAYMENT OPTION

Please take a few minutes to study your assessment bill and the following payment option. This special assessment is not part of your property taxes and will not be included in your county property tax billing. The City must receive your cash payment or signed installment payment contract before February 21, 2008.

CASH PAYMENTS

You may pay all or part of the special assessment in cash by February 21st. If you do not pay your entire special assessment in cash by that date you must sign and file an installment payment contract with the city for the unpaid amount by February 21st. The interest-free period ends on the payment due date. Include your tax lot number on your check and mail or deliver to:

Mail Payments to:

City of Keizer
City Recorder
PO Box 21000
Keizer, OR 97307

Or

Deliver Payments to:

City of Keizer
City Recorder's Office
930 Chemawa Road Northeast
Keizer, Oregon

INSTALLMENT PAYMENT CONTRACT

You may pay all or part of your special assessment in 42 semi-annual installments of principal and interest. The City will sell improvement bonds to finance your contract and charge you interest based on the true interest cost, as determined by the City's financial advisor, of the bonds. Your interest will be 0.5% above that true interest cost. The true interest cost of the bond sale is currently not known. The bond sale is expected to occur by June 2008. The City will notify you of that interest rate when it sends your first invoice.

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Please read carefully the attached installment payment contract. It must be signed by all owners of record. If you are buying your property on contract, please include a copy of your recorded contract.

FORECLOSURE

You must return a cash payment or signed installment payment contract in a total amount equal to your special assessment by February 21, 2008 or the City may commence a foreclosure action on your property.

**CITY OF KEIZER, OREGON
INSTALLMENT PAYMENT CONTRACT**

The undersigned agree to pay the assessment in 42 semi-annual installment payments of principal and interest and any penalties or other costs as set forth in the Terms and Conditions of this contract. Further, the undersigned understands that the amount owing shall be a lien against the benefited property and the lien shall be recorded in the Docket of City Liens.

NAME: DONAHUE SCHRIBER REALTY GROUP LP DATE: February 1, 2008
C/O DAVID MOSSMAN CONTRACT DUE DATE: February 21, 2008
200 EAST BAKER ST #100 TAX LOT NUMBER: 063W36A 04500
COSTA MESA, CA 92626

I hereby agree to pay in installments the following special assessment:

Special Assessment	\$289,738.71
--------------------	--------------

This loan is a lien on the property described below:

Description:	063W36A 04500
Address:	0 Keizer Station Bv NE, Keizer, Oregon

I elect to pay the loan amount in 42 semi-annual installments of principal and interest and any penalties or other costs. The first installment payment will be due on August 21, 2008.

This contract is submitted in accordance with provisions of ORS 223.205-295, and Keizer Ordinance 84-028, and Keizer Ordinance 2008-567. In consideration of and pursuant to these legal provisions, the undersigned hereby expressly waives all irregularities and defects, jurisdictional or otherwise, in the proceedings to cause the local improvement for which the final assessment is levied and in the calculation of the actual cost of the local improvement and the assessment of that cost against the properties described in this contract. The undersigned has read and agrees to abide by the attached "Installment Payment Contract Terms and Provisions."

Note: All recorded owners must sign. If contract purchaser, please attach contract of sale.

DONAHUE SCHRIBER REALTY GROUP LP:

Signed: _____
Signed: Mark L. Whitfield
 Mark L. Whitfield
 Executive Vice President

Date: _____
Date: 2/25/08

INSTALLMENT PAYMENT CONTRACT TERMS AND PROVISIONS

Payment Schedule. The City uses the following calculations when preparing installment bills: Installment payments are billed every six months. The first installment payment date will be August 21, 2008. Each installment is an equal payment sufficient to amortize the special assessment, with interest, over 42 payments, plus any costs or penalties imposed under this "Installment Payment Contract Terms and Provisions".

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Billing and Payment. The City bills you directly for your installment assessment payments. Your installments are not a part of your property tax bill. Payments are due in our office on or before the payment due date. Include your tax account number on your check and make the check payable to the City of Keizer. You may shorten the payment period by paying more than the required amount. All or any portion of the unpaid balance may be prepaid at any time, without prepayment penalty. Prepayments will be applied first to any unpaid penalties and costs that are then due, then to the interest, and then to the unpaid principal balance. However, excess payments or prepayments shall be credited in inverse order of maturity and shall not be credited as regular future payments, nor excuse you from making the regular semi-annual installment payments.

Penalties for Non-Payment. The City charges a penalty equal to 0.50% (.0050) of the balance owing on your assessment contract whenever any installment payment is more than 15 days past due. Beyond 30 days past due, the City may declare this contract in default. The City may also require payment of the entire amount of delinquent installments, plus interest, penalties, and costs, including but not limited to attorney fees.

This loan is secured by a lien on the benefited property. The City lien may be assumed when the property is transferred -- banks and financial institutions generally require full payment of this loan before closing a private mortgage or refinancing transaction.

The City may enforce its property lien by foreclosing and selling the property to collect the outstanding loan balance and all related costs, including costs of enforcing the lien.

Debt Reserve. Pursuant to the formation documents of this Local Improvement District, there will be established a bond debt service reserve in the amount of \$2,681,000.00 (the "Reserve Requirement"). The debt reserve and earnings on the debt reserve will be used as set forth below:

1. While bonds are outstanding amounts in the bond debt service reserve will be used only to pay debt service on the bonds, and only if assessment payments available to the city are not sufficient to make those payments.
2. Interest earnings on amounts in the bond debt service reserve will be credited to the bond debt service reserve whenever the balance in the bond debt service reserve is less than the Reserve Requirement. At other times earnings on the bond debt service reserve will be applied by the City to pay debt service on the bonds.
3. The City will apply the amount in the bond debt service reserve to make the final payment[s] due on the bonds. However, if the City has incurred costs in connection with the collection of the assessments for the local improvement district that have not been paid from assessment payments, the City may apply amounts in the bond debt service reserve to pay those costs before the city applies the remaining balance in the bond debt service reserve to make the final payment[s] on the bonds.
4. If you have a balance owing at the time of full payment and retirement of the bonds, then you may receive a credit applied to your final payment(s) as set forth below.
5. The credit will consist of the LESSER OF the following:

- a. Your actual assessment amounts still owing under this Agreement, including costs as imposed in this Agreement, on the date the City's bonds are paid in full; OR
 - b. The prorata share of the debt reserve that is available and used to pay City bonds, plus the prorata earnings on the debt reserve that were actually received and used to retire bonds. The prorata share for your property will be determined by dividing your special assessment by the sum of all special assessments that were imposed for this local improvement district.
6. Under no circumstances will the City issue a cash refund for debt reserve or debt reserve earnings.
7. No credit will be given if you have one or more delinquent payments during the term of the repayment period. In such case, any prorata share of the debt reserve and debt reserve earnings shall be forfeited to the City.

Time of the Essence. Time is of the essence for each and every provision of this Agreement.

Change of Address. You are responsible for notifying the City of Keizer of any change of ownership or billing address.

NAME: DONAHUE SCHRIBER REALTY GROUP LP
C/O DAVID MOSSMAN
200 EAST BAKER ST #100
COSTA MESA, CA 92626

DATE: February 1, 2008

TAX LOT NUMBER: 063W36A 04600

ASSESSMENT STATEMENT

Project: KEIZER STATION AREA A LOCAL IMPROVEMENT DISTRICT

The City Council has assessed properties for the Keizer Station Area A Local Improvement District as described in an assessment ordinance enacted at the January 22, 2008 City Council meeting. The City has assessed your property as follows:

Amount assessed: \$465,782.49
Payment Due Date: February 21, 2008
Tax Lot Number: 063W36A 04600
Legal Description: Keizer Station Village Center No. 2, Lot 25, Marion County, Oregon
Property Address: 0 Keizer Station Bv NE, Keizer, Oregon

Please return your payment with the bottom portion of this statement or complete and return the attached installment contract by February 21, 2008. See the following pages for additional payment information.

Return this portion with your payment

ASSESSMENT PAYMENT COUPON

PROJECT: KEIZER STATION AREA A LOCAL IMPROVEMENT DISTRICT

NAME: DONAHUE SCHRIBER REALTY GROUP LP
C/O DAVID MOSSMAN
200 EAST BAKER ST #100
COSTA MESA, CA 92626

TAX LOT NUMBER: 063W36A 04600

Amount Due: \$465,782.49

Payment Due Date: February 21, 2008

Amount Paid: _____

MAKE CHECKS PAYABLE TO: City of Keizer

Mail Payments to: City of Keizer
City Recorder
PO Box 21000
Keizer, OR 97307

Or

Deliver Payments to: City of Keizer
City Recorder's Office
930 Chemawa Road Northeast
Keizer, Oregon

ASSESSMENT PAYMENT OPTION

Please take a few minutes to study your assessment bill and the following payment option. This special assessment is not part of your property taxes and will not be included in your county property tax billing. The City must receive your cash payment or signed installment payment contract before February 21, 2008.

CASH PAYMENTS

You may pay all or part of the special assessment in cash by February 21st. If you do not pay your entire special assessment in cash by that date you must sign and file an installment payment contract with the city for the unpaid amount by February 21st. The interest-free period ends on the payment due date. Include your tax lot number on your check and mail or deliver to:

Mail Payments to: City of Keizer
City Recorder
PO Box 21000
Keizer, OR 97307

Or

Deliver Payments to: City of Keizer
City Recorder's Office
930 Chemawa Road Northeast
Keizer, Oregon

INSTALLMENT PAYMENT CONTRACT

You may pay all or part of your special assessment in 42 semi-annual installments of principal and interest. The City will sell improvement bonds to finance your contract and charge you interest based on the true interest cost, as determined by the City's financial advisor, of the bonds. Your interest will be 0.5% above that true interest cost. The true interest cost of the bond sale is currently not known. The bond sale is expected to occur by June 2008. The City will notify you of that interest rate when it sends your first invoice.

If the City has not issued bonds by your first payment date, your interest rate will be determined by the City Recorder until bonds are sold.

Please read carefully the attached installment payment contract. It must be signed by all owners of record. If you are buying your property on contract, please include a copy of your recorded contract.

FORECLOSURE

You must return a cash payment or signed installment payment contract in a total amount equal to your special assessment by February 21, 2008 or the City may commence a foreclosure action on your property.

**CITY OF KEIZER, OREGON
INSTALLMENT PAYMENT CONTRACT**

The undersigned agree to pay the assessment in 42 semi-annual installment payments of principal and interest and any penalties or other costs as set forth in the Terms and Conditions of this contract. Further, the undersigned understands that the amount owing shall be a lien against the benefited property and the lien shall be recorded in the Docket of City Liens.

NAME: DONAHUE SCHRIBER REALTY GROUP LP DATE: February 1, 2008
C/O DAVID MOSSMAN CONTRACT DUE DATE: February 21, 2008
200 EAST BAKER ST #100 TAX LOT NUMBER: 063W36A 04600
COSTA MESA, CA 92626

I hereby agree to pay in installments the following special assessment:

Special Assessment	\$465,782.49
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This loan is a lien on the property described below:

Description:	063W36A 04600
Address:	0 Keizer Station Bv NE, Keizer, Oregon

I elect to pay the loan amount in 42 semi-annual installments of principal and interest and any penalties or other costs. The first installment payment will be due on August 21, 2008.

This contract is submitted in accordance with provisions of ORS 223.205-295, and Keizer Ordinance 84-028, and Keizer Ordinance 2008-567. In consideration of and pursuant to these legal provisions, the undersigned hereby expressly waives all irregularities and defects, jurisdictional or otherwise, in the proceedings to cause the local improvement for which the final assessment is levied and in the calculation of the actual cost of the local improvement and the assessment of that cost against the properties described in this contract. The undersigned has read and agrees to abide by the attached "Installment Payment Contract Terms and Provisions."

Note: All recorded owners must sign. If contract purchaser, please attach contract of sale.

DONAHUE SCHRIBER REALTY GROUP LP:

Signed: _____
Signed: Mark L. Whitfield
Mark L. Whitfield
Executive Vice President

Date: _____
Date: 2/25/08

INSTALLMENT PAYMENT CONTRACT TERMS AND PROVISIONS

Payment Schedule. The City uses the following calculations when preparing installment bills: Installment payments are billed every six months. The first installment payment date will be August 21, 2008. Each installment is an equal payment sufficient to amortize the special assessment, with interest, over 42 payments, plus any costs or penalties imposed under this "Installment Payment Contract Terms and Provisions".

Interest Rates. The City finances this installment loan by selling improvement bonds. Your interest will be 0.5% (one half of one percent) above the true interest cost, as determined by the City's financial advisor, of those bonds. The true interest cost of the bonds is currently not available.

If the City determines not to issue bonds, your interest will be determined by the City Recorder.

Billing and Payment. The City bills you directly for your installment assessment payments. Your installments are not a part of your property tax bill. Payments are due in our office on or before the payment due date. Include your tax account number on your check and make the check payable to the City of Keizer. You may shorten the payment period by paying more than the required amount. All or any portion of the unpaid balance may be prepaid at any time, without prepayment penalty. Prepayments will be applied first to any unpaid penalties and costs that are then due, then to the interest, and then to the unpaid principal balance. However, excess payments or prepayments shall be credited in inverse order of maturity and shall not be credited as regular future payments, nor excuse you from making the regular semi-annual installment payments.

Penalties for Non-Payment. The City charges a penalty equal to 0.50% (.0050) of the balance owing on your assessment contract whenever any installment payment is more than 15 days past due. Beyond 30 days past due, the City may declare this contract in default. The City may also require payment of the entire amount of delinquent installments, plus interest, penalties, and costs, including but not limited to attorney fees.

This loan is secured by a lien on the benefited property. The City lien may be assumed when the property is transferred -- banks and financial institutions generally require full payment of this loan before closing a private mortgage or refinancing transaction.

The City may enforce its property lien by foreclosing and selling the property to collect the outstanding loan balance and all related costs, including costs of enforcing the lien.

Debt Reserve. Pursuant to the formation documents of this Local Improvement District, there will be established a bond debt service reserve in the amount of \$2,681,000.00 (the "Reserve Requirement"). The debt reserve and earnings on the debt reserve will be used as set forth below:

1. While bonds are outstanding amounts in the bond debt service reserve will be used only to pay debt service on the bonds, and only if assessment payments available to the city are not sufficient to make those payments.
2. Interest earnings on amounts in the bond debt service reserve will be credited to the bond debt service reserve whenever the balance in the bond debt service reserve is less than the Reserve Requirement. At other times earnings on the bond debt service reserve will be applied by the City to pay debt service on the bonds.
3. The City will apply the amount in the bond debt service reserve to make the final payment[s] due on the bonds. However, if the City has incurred costs in connection with the collection of the assessments for the local improvement district that have not been paid from assessment payments, the City may apply amounts in the bond debt service reserve to pay those costs before the city applies the remaining balance in the bond debt service reserve to make the final payment[s] on the bonds.
4. If you have a balance owing at the time of full payment and retirement of the bonds, then you may receive a credit applied to your final payment(s) as set forth below.
5. The credit will consist of the **LESSER OF** the following:

- a. Your actual assessment amounts still owing under this Agreement, including costs as imposed in this Agreement, on the date the City's bonds are paid in full; OR
 - b. The prorata share of the debt reserve that is available and used to pay City bonds, plus the prorata earnings on the debt reserve that were actually received and used to retire bonds. The prorata share for your property will be determined by dividing your special assessment by the sum of all special assessments that were imposed for this local improvement district.
6. Under no circumstances will the City issue a cash refund for debt reserve or debt reserve earnings.
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Time of the Essence. Time is of the essence for each and every provision of this Agreement.

Change of Address. You are responsible for notifying the City of Keizer of any change of ownership or billing address.

NAME: DONAHUE SCHRIber REALTY GROUP LP
C/O DAVID MOSSMAN
200 EAST BAKER ST #100
COSTA MESA, CA 92626

DATE: February 1, 2008

TAX LOT NUMBER: 063W36A 04700

ASSESSMENT STATEMENT

Project: KEIZER STATION AREA A LOCAL IMPROVEMENT DISTRICT

The City Council has assessed properties for the Keizer Station Area A Local Improvement District as described in an assessment ordinance enacted at the January 22, 2008 City Council meeting. The City has assessed your property as follows:

Amount assessed: \$2,068,514.36
Payment Due Date: February 21, 2008
Tax Lot Number: 063W36A 04700
Legal Description: Keizer Station Village Center No. 2, Lot 26, Marion County, Oregon
Property Address: 0 Ulali Dr NE, Keizer, Oregon

Please return your payment with the bottom portion of this statement or complete and return the attached installment contract by February 21, 2008. See the following pages for additional payment information.

Return this portion with your payment

ASSESSMENT PAYMENT COUPON

PROJECT: KEIZER STATION AREA A LOCAL IMPROVEMENT DISTRICT

NAME: DONAHUE SCHRIber REALTY GROUP LP
C/O DAVID MOSSMAN
200 EAST BAKER ST #100
COSTA MESA, CA 92626

TAX LOT NUMBER: 063W36A 04700

Amount Due: \$2,068,514.36

Payment Due Date: February 21, 2008

Amount Paid: _____

MAKE CHECKS PAYABLE TO: City of Keizer

Mail Payments to: City of Keizer
City Recorder
PO Box 21000
Keizer, OR 97307

Or

Deliver Payments to: City of Keizer
City Recorder's Office
930 Chemawa Road Northeast
Keizer, Oregon

ASSESSMENT PAYMENT OPTION

Please take a few minutes to study your assessment bill and the following payment option. This special assessment is not part of your property taxes and will not be included in your county property tax billing. The City must receive your cash payment or signed installment payment contract before February 21, 2008.

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You may pay all or part of the special assessment in cash by February 21st. If you do not pay your entire special assessment in cash by that date you must sign and file an installment payment contract with the city for the unpaid amount by February 21st. The interest-free period ends on the payment due date. Include your tax lot number on your check and mail or deliver to:

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City Recorder
PO Box 21000
Keizer, OR 97307

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930 Chemawa Road Northeast
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INSTALLMENT PAYMENT CONTRACT

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**CITY OF KEIZER, OREGON
INSTALLMENT PAYMENT CONTRACT**

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NAME: DONAHUE SCHRIBER REALTY GROUP LP DATE: February 1, 2008
C/O DAVID MOSSMAN CONTRACT DUE DATE: February 21, 2008
200 EAST BAKER ST #100 TAX LOT NUMBER: 063W36A 04700
COSTA MESA, CA 92626

I hereby agree to pay in installments the following special assessment:

Special Assessment	\$2,068,514.36
--------------------	----------------

This loan is a lien on the property described below:

Description:	063W36A 04700
Address:	0 Ulali Dr NE, Keizer, Oregon

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This contract is submitted in accordance with provisions of ORS 223.205-295, and Keizer Ordinance 84-028, and Keizer Ordinance 2008-567. In consideration of and pursuant to these legal provisions, the undersigned hereby expressly waives all irregularities and defects, jurisdictional or otherwise, in the proceedings to cause the local improvement for which the final assessment is levied and in the calculation of the actual cost of the local improvement and the assessment of that cost against the properties described in this contract. The undersigned has read and agrees to abide by the attached "Installment Payment Contract Terms and Provisions."

Note: All recorded owners must sign. If contract purchaser, please attach contract of sale.

DONAHUE SCHRIBER REALTY GROUP LP:

Signed: _____

Signed: Mark L. Whitfield

**Mark L. Whitfield
Executive Vice President**

Date: _____

Date: 2/25/08

INSTALLMENT PAYMENT CONTRACT TERMS AND PROVISIONS

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